

Atten: Amanda - Clerk of Court
c/o UNITED STATES BANKRUPTCY COURT
Southern Distric of New York
One Bowling Green, Room 534
New York, New York 10004

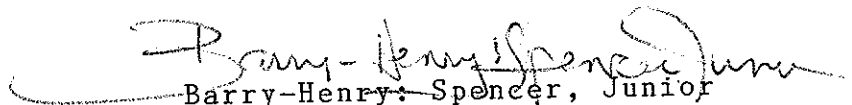
RE: In Re Motor Liquidation Ch. 11 Case No. 09-50026

Dear Clerk,

Enclosed for filing and for a hearing please find
as follows: (1) surety BOND; (2) Petition To Intervene;
(3) Petition For Warrant For Issuance of Arrest; (4) Motion
To Hear The Substance Of The Established Contracts; (5)
Motion For Default Judgement; (6) Apostille No. 1519144;
(7) Cretificate of Service; (8) Affidavit of Uncontested
Filing and Waiver of Service to All Parties.

I would expect that a hearing is marked for the
Default Judgement A.S.A.P. based upon the time restraints
in this matter, and that the case against the Debtors has
been active in my files for several years (since 2005).

Thank you for your assistance in this matter. Also
send me a docket entry.


Barry-Henry Spencer, Junior
c/o Temporary mailing location
Bridgewater State Hospital
20 Administration Road
Bridgewater, MA 02324


April 26, 2011

Certificate of Service

I, Barry-Henry: Spencer, Junior, hereby avers and certifies that a true copy of the following: (1) Surety BOND; (2) Petition To Intervene; (3) Petition For Warrant For Issuance of Arrest; (4) Motion To Hear The Substance of the Established Contracts; (5) Motion For Default Judgement; (6) Apostille No. 1519144; and (6) Affidavit of Uncontested Filing and Waiver of Service to All Parties, have been served upon the Attorneys for Motor Liquidation Corporation, only due to cost and request of Waiver, at their place of business,

Harvey R. Miller, Stephen Karotkin, Joseph H. Smolinsky
c/o WEIL, GOTSHAL & MANGES
767 Fifth Avenue
New York, NEW YORK 10153

On this 26th day of April, 2011, by first class mail under the criteria of Bounds v Smith, postage prepaid.


Barry-Henry: Spencer, Junior
c/o Temporary mailing Location
Bridgewater State Hospital
20 Administration Road
Bridgewater, MA 02324

ORIGINAL

SURETY BOND

County of PLYMOUTH
State of MASSACHUSETTS

I, Barry-Henry: Spencer, Junior, do hereby enter myself security for costs in the cause, and acknowledge myself bound to pay or cause to be paid (effect payment) all costs which may accrue in this action upon proof of claim and proof of loss to any party injured by UNITED STATES/ BARRY H. SPENCER JR and UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK CASE No. 09-50026 (REG) And I, Barry-Henry: Spencer Junior underwrite with my private exemption, BARRY H. SPENCER JR 026556 3472, all such cost that may be proven.

Dated this 35 day of April, 2011. Barry Spencer Junior
Barry-Henry: Spencer Junior
AGENT

Actio no datur non damnificato

JUSTIFICATION OF SURETY SUBROGATION

County of Plymouth)
State of Massachusetts) ss

Personally appeared this day before me Barry-Henry: Spencer, Junior of the County and State forementioned, surety on the Bond of Barry-Henry: Spencer, Junior, who being duly sworn, deposes and says that he is seized of his right mind, and that over and above all of his just debts and liabilities, in property not exempt by law from levy and sale under execution, of a clear unencumbered estate of the value in excess of (unlimited), within the jurisdiction of this State and/or the District of Columbia.

Witness:

Witness:

-or-

Kurt W. Eich
Notary

COMMONWEALTH OF MASSACHUSETTS	
BARRY SPENCER	
personally appeared before me, the undersigned notary public, and proved to me his/her identity through satisfactory evidence, which were <u>INMATE ID</u> to be the person	
whose name is signed on the preceding or attached document in my presence on this <u>25</u> day of <u>APR</u> <u>2011</u>	
<u>Kurt W. Eich</u>	
Kurt W. Eich, Notary Public	
My Commission Expires July 14, 2017	

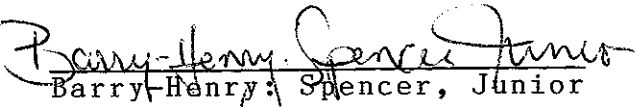
AFFIDAVIT OF UNCONTESTED FILING

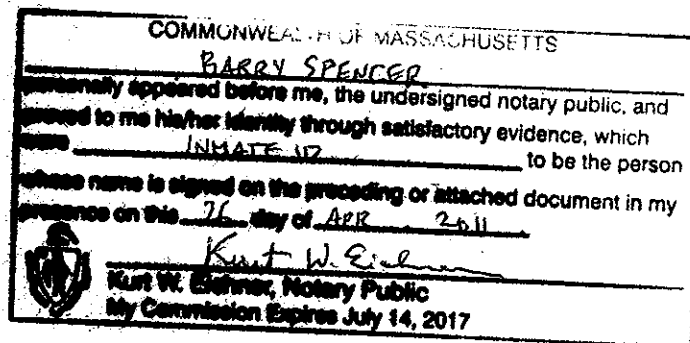
I, Barry-Henry: Spencer, Junior, hereby avers based upon first-hand knowledge, the statements made are true, the whole truth, and not misleading of the facts, and are as follow:

1. I am the lien holder in this matter;
2. That I have filed a surety BOND in this matter based upon the valid claim;
3. That I am here without prejudice without waiving any right or remedy, statutorial or procedural;
4. I have presented all documents in the Motion for Default to the Debtors lawyers, especially the Rejection of Settlement and the reasons why and even told them I can not travel to New York for mediation, due to lack of money, and several other reasons in e-mail & on the phone, even the physical limitations of sitting and standing for long periods, but they refused.
5. I spoken to Smolinsky on the phone with a MLC employee and told him that the settlement at the time was only valued at 20-25% of the Allowed Amount, and I reject the offer within the time frame of Truth and Lending and Fair Debt Collection Guide lines, including but not limited to them, and if WE can not work a better Deal I will ask for him to send his response. He refused. See Motion For Default Judgement-Declaratory Judgement w/enclosures Verified Affidavit of Truth- Notice of Final Determination and Judgement in nihil decit; Rejection of the Settlement Offer and Contract For Waiver Of Tort and Affidavit of Negative Averment, Opportunity To Cure, and CounterClaim.
6. That months have passed and MLC-Debtors have failed to have honest dealings as past presented to this court in Document No. 6482 Motion Of Objections and For Sanctions for Vitiating and Bad Faith on Behalf of Debtors, In Breach of ADR Proceedings, see Motion to Default Judgement, where the court denied the motion for failure to show a prima facie entitlement to relief.
7. That even to this day MLC has not recognized my prima facie entitlement to Reject their unfair offer, which I was told by Carrienne Basler, I better take it or I will get nothing, and will be in constant barratry.
8. I wrote the Motor Liquidation Company GUC trust several times to receive no answer about my disputed claim, s

so I wrote the MLC President Albert Koch by certified mail No. 7005 0390 0000 6336 5508 to get no answer.

9. I sent my Apostille No 1519144 to ensure the court is aware I will collect on this debt in accord to the laws set forth in My Contracts with MLC, based upon my injury(ies).


Barry-Henry: Spencer, Junior



Claimant: Barry-Henry: Spencer, Junior
c/o Temporary mailing Location
20 Administration Road
Bridgewater, MA 02324

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

MOTOR LIQUIDATION COMPANY, et.al.,
f/k/a GENERAL MOTORS CORPORATION

Debtor,


Chapter 11 Case
No. 09-50026

Barry-Henry: Spencer Junior,
Intervener

PETITION FOR WAIVER OF SERVICE
TO ALL PARTIES

Now comes Barry-Henry: Spencer, Junior, without prejudice, without waiving any right, remedy, statutory or procedural, hereby moves this court to waive his service to all 18 parties, and accept his filings without bundling due to cost, and being held in the Department of Corrections Bridgewater State Hospital under commitment (illegally) neither here or there, but the Debtor issues have been dealt with Motor Liquidation Staff and Attorneys personally, see Motion For Default Judgement, if is in the interest of Justice to allow this petition to close the escrow.

April 26, 2011

By: 
Barry-Henry: Spender, Junior

Barry-Henry: Spencer Junior
c/o Bridgewater State Hospital
20 Administration Road
Bridgewater, MA 02324
Temporary Mailing Address

Creditor/Claimant-Third Party

United States of America Bankruptcy Court
Southern District of the several state of New York

In re

IN ADMIRALTY

MOTOR LIQUIDATION COMPANY, et. al.,
f/k/a GENERAL MOTORS CORPORATION, Chapter 11 Case No.
et. al. Debtor, 09-50026(REG)

Barry-Henry: Spencer Junior
Third Party Plaintiff/Creditor

vs

GENERAL MOTORS, MOTOR LIQUIDATION COMPANY,
Carrienne Basler, Joseph S. Smolinsky,
Pablo Falabella, Nick S. Cyprus, Dan Akerson,
Unknown Insurers, WEIL, GOSHAL, AND MANGES, and
any and all unknown parties
Third Party Defendants/Debtors

Barry-Henry: Spencer, Junior
Third Party Intervener

PETITION TO INTERVENE

Now comes Barry-Henry: Spencer, Junior without prejudice without waiving any rights or remedies, statutorial or pro-decual moves this court by right as a perfect lien holder of the subject matter, based upon being the secured party of the juristic persons/vessels in the above captioned, in their private capacities due to the breach of contracts (Acts of State) Apostille No. 1519144, and the private contracts with Motor liquidation Company, due to Settlement Agreement amount by their lack of due process and conspired acts to undermine the claim amount. see Rejection of settlement Offer and Contract for Waiver of Tort, Demand for Payment, Second Demand and Final, also Affidavit of Negative Averment, Opportunity To Cure and Counterclaim.

Consequently, the Motors Liquidation Company GUC Trust has appointed Wilmington Trust Company as Trust Administrator and Trustee and the court needs to hear the subject matter of the Petitioner, based upon the loss he has occurred in the wait and now with the sale of the General Motors Company common stock, warrants to purchase General Motors common stock. This claim represents a bodily injury claim, so all is tax free even trust units representing the contingent right to receive additional GM Company common stock and warrants, hence, as of now Mr Spencer will lose accord and satisfaction by said acts which is the subject matter of the counterclaim. GM-Motor liquidation Company was given the opportunity to correct their wrong yet had decide on another course of action, see herein mentioned contracts, based upon fraud and unfair business practices. Their silence and failure to respond is tacit agreement, thus, they are in default and I am not the lien holder based upon the Expressed Contract, Implied Contract, Statutorily; and Indemnity Restitution by their contribution by Pro Rata and Degree of Fault, since I, Barry-Henry: Spencer, Junior Claimant do have a counterclaim with a corpus delicti.

Ordo ad chao is only achieved by ordonnance.

April 14, 2011

By: 
Barry-Henry: Spencer Junior
sui juris

Barry-Henry: Spencer Junior
c/o Bridgewater State Hospital
20 Administration Road
Bridgewater, MA 02324
Temporary Mailing Address

Creditor/Claimant-Third Party

United States of America Bankruptcy Court
Southern District of the several state of New York

In re

IN ADMIRALTY

MOTOR LIQUIDATION COMPANY, et. al.,
f/k/a GENERAL MOTORS CORPORATION, Chapter 11 Case No.
et. al. Debtor, 09-50026(REG)

Bar

Barry-Henry: Spencer Junior
Third Party Plaintiff/Creditor

vs

GENERAL MOTORS, MOTOR LIQUIDATION COMPANY,
Carrienne Basler, Joseph S. Smolinsky,
Pablo Falabella, Nick S. Cyprus, Dan Akerson,
Unknown Insurers, WEIL, GOSHAL, AND MANGES, and
any and all unknown parties
Third Party Defendants/Debtors

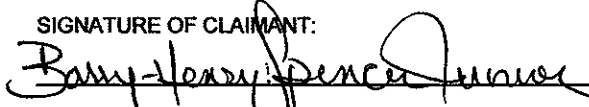

Barry-Henry: Spencer, Junior
Third Party Intervener

PETITION FOR WARRANT FOR ISSUANCE OF ARREST

Now comes Barry-Henry: Spencer, Junior without
prejudice without waiving any rights or remedies, statutorial
or procedual and hereby moves this Honorable Court to take
jurisdiction of the subject matter by arrest of the vessels
and/or juristic persons and issue ordo attachiamentorum
for the following: Motor Liquidation Company-Insurance Bonds,
Motors Liquidation Company GUC Trust, Wilmington Trust Com-
pany; General Motors Corporation-Insurance Bonds; Carrienne
Basler-Insurance Bonds, WEIL, GOTSHAL & MANGES-Insurance Bonds;
Stephen Karotkin-Insurance Bonds; Joseph H. Smolinsky-
Insurance Bonds, Albert Koch-MLC President, Insurance Bonds;
Harvey R. Miller-Insurance Bonds and Stephen Karotkin-
Insurance Bonds.

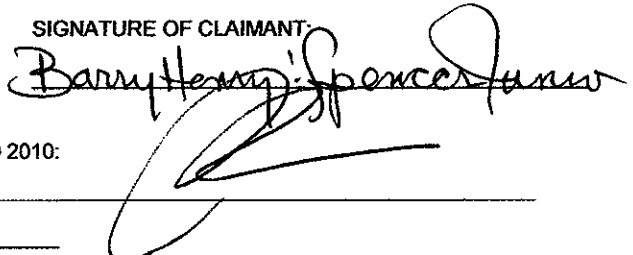
By: *Barry-Henry: Spencer Junior*
Barry-Henry: Spencer Junior
sui juris
c/o Bridgewater State Hospital
20 Administration Road
Bridgewater, MA 02324

April 15, 2011

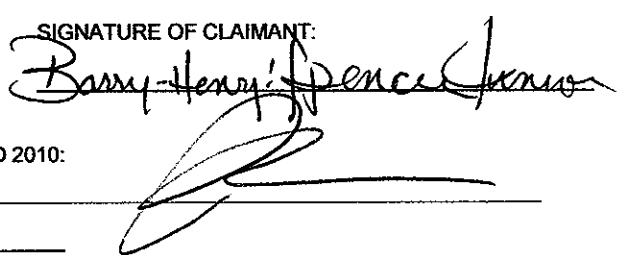
U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD 46 CFR 67.250		NOTICE OF CLAIM OF MARITIME LIEN REGISTERED MAIL RECEIPT USED TO MAIL THIS CLAIM		THIS SECTION FOR RECORDERS USE ONLY	
1. NAME OF VESSEL U. S. M/V MOTOR LIQUIDATION COMPANY -- Insurance Bonds LIBELEEE		2. UNIQUE IDENTIFIER SOCIAL SECURITY NUMBER, BAR CARD NUMBER, EIN NUMBER, ETC. 27-0756180		RECORDED	
3. INSTRUMENT TYPE: INTERNATIONAL COMMERCIAL CLAIM BY AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT OPPORTUNITY TO CURE AND COUNTERCLAIM # RB 644 758 144 US # FROM NEGATIVE AVERMENT, CASE NUMBER Bankruptcy Chapter 11 Case No. 09-50026				PORT BOOK PAGE BY	
4. NAME AND ADDRESS OF OWNER OF VESSEL MOTOR LIQUIDATION COMPANY 2101 CEDARSPRINGS ROAD, SUITE 1100 DALLAS, TEXAS 75201					
INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS				100%. (100% UNLESS OTHERWISE STATED)	
5. NAME AND ADDRESS OF CLAIMANT Barry-Henry: Spencer Junior c/o Walnut Avenue Roxbury, MA; near [02119] Non Domestic without the US					
PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED				100 %. (100% UNLESS OTHERWISE STATED)	
6. AMOUNT \$39,000,000.00 US Thirty-nine Million AMOUNT OF CLAIM PLUS INTEREST, PENALTIES, AND ALL FEES		7. ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUSINESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.			
8. CERTIFICATION AND ATTESTATION: I (WE) HEREBY CERTIFY THAT THE FACTS RECITED HEREIN ARE TRUE AND CORRECT. I (WE) UNDERSTAND THAT THE U.S. COAST GUARD WILL RELY ON THOSE RECITATIONS IN INDEXING THE ATTACHED INSTRUMENTS. THE OWNER AND ALL RECORDED MARITIME LIENHOLDERS HAVE BEEN NOTIFIED BY U.S. MAIL.					
STATE: MASSACHUSETTS COUNTY: SUFFOLK COUNTY SUBSCRIBED AND SWORN ON THE <u>18th</u> day of October, AD 2010:		SIGNATURE OF CLAIMANT: 			
NOTARY PUBLIC MY COMMISSION EXPIRES: <u>11/28/2014</u> (DATE)					



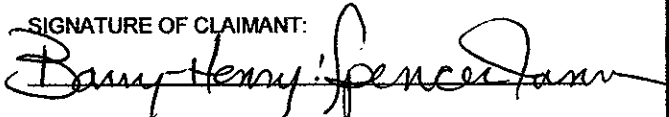
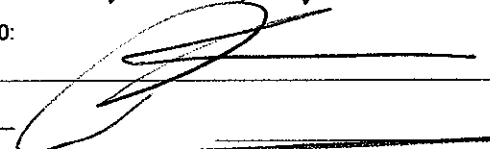

NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

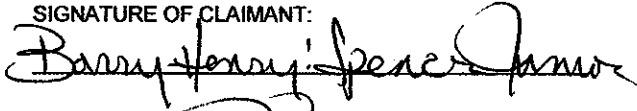

U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD 46 CFR 67.250		NOTICE OF CLAIM OF MARITIME LIEN REGISTERED MAIL RECEIPT USED TO MAIL THIS CLAIM		THIS SECTION FOR RECORDERS USE ONLY	
1. NAME OF VESSEL U. S. M/V GENERAL MOTORS CORPORATION – Insurance Bonds LIBEELE		2. UNIQUE IDENTIFIER SOCIAL SECURITY NUMBER, BAR CARD NUMBER, EIN NUMBER, ETC. 27-0756180		RECORDED	
3. INSTRUMENT TYPE: INTERNATIONAL COMMERCIAL CLAIM BY AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT OPPORTUNITY TO CURE AND COUNTERCLAIM # RB 644 758 144 US # FROM NEGATIVE AVERMENT, CASE NUMBER Bankruptcy Chapter 11 Case No. 09-50026				PORT BOOK PAGE BY	
4. NAME AND ADDRESS OF OWNER OF VESSEL GENERAL MOTORS CORPORATION 300 RENAISSANCE CENTER DETROIT, MICHIGAN 48265-3000 INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS 100% (100% UNLESS OTHERWISE STATED)					
5. NAME AND ADDRESS OF CLAIMANT Barry-Henry: Spencer Junior c/o Walnut Avenue Roxbury, MA; near [02119] Non Domestic without the US PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED 100 % (100% UNLESS OTHERWISE STATED)					
6. AMOUNT \$39,000,000.00 US Thirty-nine Million AMOUNT OF CLAIM PLUS INTEREST, PENALTIES, AND ALL FEES		7. ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.			
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U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD 46 CFR 67.250		NOTICE OF CLAIM OF MARITIME LIEN REGISTERED MAIL RECIEPT USED TO MAIL THIS CLAIM		THIS SECTION FOR RECORDERS USE ONLY	
1. NAME OF VESSEL U. S. M/V CARRIANNE BASLER –Insurance Bonds LIBELEEE		2. UNIQUE IDENTIFIER SOCIAL SECURITY NUMBER, BAR CARD NUMBER, EIN NUMBER, ETC. unknown		RECORDED	
3. INSTRUMENT TYPE: INTERNATIONAL COMMERCIAL CLAIM BY AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT OPPORTUNITY TO CURE AND COUNTERCLAIM # RB 644 758 144 US # FROM NEGATIVE AVERMENT, CASE NUMBER Bankruptcy Chapter 11 Case No. 09-50026				PORT BOOK PAGE BY	
4. NAME AND ADDRESS OF OWNER OF VESSEL Carrianne Basler, Vice President MOTOR LIQUIDATION COMPANY 2101 CEDARSPRINGS ROAD, SUITE 1100 DALLAS, TEXAS 75201					
INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS				100%. (100% UNLESS OTHERWISE STATED)	
5. NAME AND ADDRESS OF CLAIMANT Barry-Henry: Spencer Junior c/o Walnut Avenue Roxbury, MA; near [02119] Non Domestic without the US					
PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED				100 %. (100% UNLESS OTHERWISE STATED)	
6. AMOUNT \$39,000,000.00 US Thirty-nine Million AMOUNT OF CLAIM PLUS INTEREST, PENALTIES, AND ALL FEES		7. ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.			
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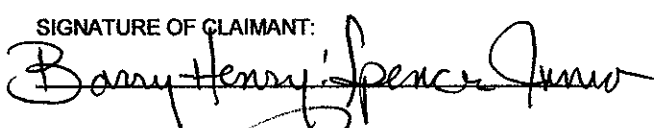
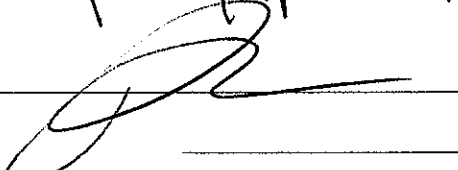


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4. NAME AND ADDRESS OF OWNER OF VESSEL WEIL, GOTSHAL & MANGES 767 Fifth Avenue NEW YORK, NEW YORK 10153 INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS 100%. (100% UNLESS OTHERWISE STATED)					
5. NAME AND ADDRESS OF CLAIMANT Barry-Henry: Spencer Junior c/o Walnut Avenue Roxbury, MA; near [02119] Non Domestic without the US PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED 100 %. (100% UNLESS OTHERWISE STATED)					
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NOTARY PUBLIC MY COMMISSION EXPIRES: <u>Nov 28 2014</u> (DATE)					
					

U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD 46 CFR 67.250		NOTICE OF CLAIM OF MARITIME LIEN REGISTERED MAIL RECIEPT USED TO MAIL THIS CLAIM		THIS SECTION FOR RECORDERS USE ONLY	
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4. NAME AND ADDRESS OF OWNER OF VESSEL HARVEY R. MILLER C/O WEIL, GOTSHAL & MANGES 767 Fifth Avenue NEW YORK, NEW YORK 10153					
INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS				100%. (100% UNLESS OTHERWISE STATED)	
5. NAME AND ADDRESS OF CLAIMANT Barry-Henry: Spencer Junior c/o Walnut Avenue Roxbury, MA; near [02119] Non Domestic without the US					
PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED				100 %. (100% UNLESS OTHERWISE STATED)	
6. AMOUNT \$39,000,000.00 US Thirty-nine Million AMOUNT OF CLAIM PLUS INTEREST, PENALTIES, AND ALL FEES		7. ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.			
8. CERTIFICATION AND ATTESTATION: I (WE) HEREBY CERTIFY THAT THE FACTS RECITED HEREIN ARE TRUE AND CORRECT. I (WE) UNDERSTAND THAT THE U.S. COAST GUARD WILL RELY ON THOSE RECITATIONS IN INDEXING THE ATTACHED INSTRUMENTS. THE OWNER AND ALL RECORDED MARITIME LIENHOLDERS HAVE BEEN NOTIFIED BY U.S. MAIL.					
STATE: MASSACHUSETTS COUNTY: SUFFOLK COUNTY SUBSCRIBED AND SWORN ON THE <u>18th</u> day of October, AD 2010:		SIGNATURE OF CLAIMANT: 			
NOTARY PUBLIC MY COMMISSION EXPIRES: <u>Nov 28 2014</u> (DATE)					

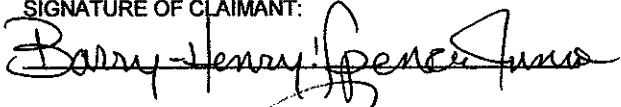
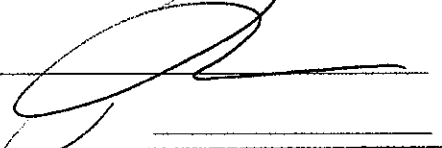
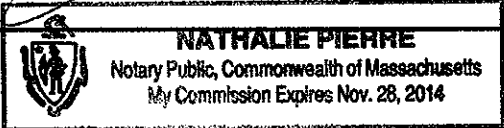


NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD 46 CFR 67.250		NOTICE OF CLAIM OF MARITIME LIEN REGISTERED MAIL RECIEPT USED TO MAIL THIS CLAIM		THIS SECTION FOR RECORDERS USE ONLY	
1. NAME OF VESSEL U. S. M/V STEPHEN KAROTKIN -Insurance Bonds LIBELEE		2. UNIQUE IDENTIFIER SOCIAL SECURITY NUMBER, BAR CARD NUMBER, EIN NUMBER, ETC. unknown		RECORDED	
3. INSTRUMENT TYPE: INTERNATIONAL COMMERCIAL CLAIM BY AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT OPPORTUNITY TO CURE AND COUNTERCLAIM # RB 644 758 144 US # FROM NEGATIVE AVERMENT, CASE NUMBER Bankruptcy Chapter 11 Case No. 09-50026				PORT BOOK PAGE BY	
4. NAME AND ADDRESS OF OWNER OF VESSEL STEPHEN KAROTKIN C/O WEIL, GOTSHAL & MANGES 767 Fifth Avenue NEW YORK, NEW YORK 10153					
INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS				100%. (100% UNLESS OTHERWISE STATED)	
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NOTARY PUBLIC MY COMMISSION EXPIRES: <u>Nov 28 2014</u> (DATE)					



NATHALIE PIERRE
Notary Public, Commonwealth of Massachusetts
My Commission Expires Nov. 28, 2014

U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD 46 CFR 67.250		NOTICE OF CLAIM OF MARITIME LIEN REGISTERED MAIL RECIEPT USED TO MAIL THIS CLAIM		THIS SECTION FOR RECORDERS USE ONLY	
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4. NAME AND ADDRESS OF OWNER OF VESSEL JOSEPH H. SMOLINSKY C/O WEIL, GOTSHAL & MANGES 767 Fifth Avenue NEW YORK, NEW YORK 10153					
INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS				100%. (100% UNLESS OTHERWISE STATED)	
5. NAME AND ADDRESS OF CLAIMANT Barry-Henry: Spencer Junior c/o Walnut Avenue Roxbury, MA; near [02119] Non Domestic without the US					
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NOTARY PUBLIC MY COMMISSION EXPIRES: <u>Nov 28 2014</u> (DATE)					
					

EXPIRATION DATE: February 12 2054

THIS SECTION FOR RECORDERS USE ONLY

U.S. DEPARTMENT OF
HOMELAND SECURITY
U.S. COAST GUARD

46 CFR 67.250

NOTICE OF CLAIM OF MARITIME LIEN

REGISTERED MAIL RECEIPT USED TO MAIL THIS CLAIM

1. NAME OF VESSEL

U. S. M/V , WILMINGTON
LIBEELEE Trust Company

2. UNIQUE IDENTIFIER

SOCIAL SECURITY NUMBER, BAR CARD NUMBER,
EIN NUMBER, ETC.

unknown

3. INSTRUMENT TYPE:

RECORDED

PORT

BOOK

PAGE

BY

4. NAME AND ADDRESS OF OWNER OF VESSEL

INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS

100%. (100% UNLESS OTHERWISE STATED)

5. NAME AND ADDRESS OF CLAIMANT

Barry-Henry Spencer Junior

PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED

100 %. (100% UNLESS OTHERWISE STATED)

6. AMOUNT

**\$10,000,000.00 US AMOUNT OF
CLAIM PLUS INTEREST,
PENALTIES, AND ALL FEES**

7. ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.

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EXPIRATION DATE: February 12 2054

U.S. DEPARTMENT OF HOMELAND SECURITY U.S. COAST GUARD 46 CFR 67.250		NOTICE OF CLAIM OF MARITIME LIEN REGISTERED MAIL RECIEPT USED TO MAIL THIS CLAIM		THIS SECTION FOR RECORDERS USE ONLY	
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3. INSTRUMENT TYPE:					
4. NAME AND ADDRESS OF OWNER OF VESSEL					
INTEREST OWNED IN VESSEL AFFECTED BY ATTACHED INSTRUMENTS 100% . (100% UNLESS OTHERWISE STATED)					
5. NAME AND ADDRESS OF CLAIMANT Barry-Henry Spencer Junior					
PERCENTAGE OF VESSEL MORTGAGED OR MORTGAGE ASSIGNED 100 %. (100% UNLESS OTHERWISE STATED)					
6. AMOUNT \$10,000,000.00 US AMOUNT OF CLAIM PLUS INTEREST, PENALTIES, AND ALL FEES		7. ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESSSES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.			
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Barry-Henry

Barry-Henry: Spencer Junior
c/o Bridgewater State Hospital
20 Administration Road
Bridgewater, MA 02324
Temporary Mailing Address

Creditor/Claimant-Third Party

United States of America Bankruptcy Court
Southern District of the several state of New York

In re

IN ADMIRALTY

MOTOR LIQUIDATION COMPANY, et. al.,
f/k/a GENERAL MOTORS CORPORATION, Chapter 11 Case No.
et. al. Debtor, 09-50026(REG)

Barry-Henry:

Barry-Henry: Spencer Junior
Third Party Plaintiff/Creditor

VS

GENERAL MOTORS, MOTOR LIQUIDATION COMPANY,
Carrienne Basler, Joseph S. Smolinsky,
Pablo Falabella, Nick S. Cyprus, Dan Akerson,
Unknown Insurers, WEIL, GOSHAL, AND MANGES, and
any and all unknown parties
Third Party Defendants/Debtors

MOTION TO HEAR THE SUBSTANCE

OF THE ESTABLISHED CONTRACTS

Now comes Barry-Henry: Spencer Junior injured Third
Party to this Chapter 11 claim of the Debtor, under optional
appearance, reserving ALL RIGHTS, moving the court to hear
the subject matter of the private CONTRACTS, between the
third party Plaintiff and Defendants, which has rescinded,
revoked and cancelled any established or presumed contracts
between the Parties, this party reserves his rights to the
letter of the contracts, prior and included herein, and does
not wish to enter into any contracts with the court in
regards to its statutes, regulations, rules, procedures,

MOTION TO HEAR THE SUBSTANCE
OF ESTABLISHED CONTRACTS

-2-

just the application of the Contracts, and whether it needs to be reconstructed, or, express the intent of both parties, unlike the prior one.

There are several contracts and issues of commercial DISHONOR, knowingly on the Debtors, and Attorneys for the Debtors's behalf. From the Proof of Claim, to the recently filed Documents with the Court, as follows:

1. Verified Declaration in the nature of an Affidavit of the Truth In Commerce, Rejection of Settlement Offer and Contract For Waiver In Tort;
2. Affidavit of Negative Averment, Opportunity To Cure, and CounterClaim;
3. Notice of International Commercial Claim Within the Admiralty ab initio Administrative Remedy [28 USC §1333, §1337, §2461, §2463-Demand for Payment \$39,000,000.00
4. Notice of International Commercial Claim Within the Admiralty ab initio Administrative Remedy [28 USC §1333, §1337, §2461, §2463-Demand for Payment \$39,000,000.00
5. Notice of International Commercial Claim Within the Admiralty ab initio Administrative Remedy [28 USC §1333, §1337, §2461, §2463-Final Demand for Payment
6. Notice of Final Determination and Judgement in nihil decit Verified Affidavit in the Truth of Barry-Henry: Spencer
7. Notice of Claim of Maritime Lien for All Third Party Defendants

These documents were originally mailed to the Debtors and Attorneys for the Debtors, at their place of business, by registered mail no. RB644 758 144 US, placing my vessel/mail/contract into International waters of law, and International commerce, thus, keeping me foreign to any jurisdiction the Debtors wish to subject me to for their own benefit, it is my choice to submit to its flags operation or not contract, and I chosen under commerce not to contract, just as they

MOTION TO HEAR THE SUBSTANCE
OF ESTABLISHED CONTRACTS

-3-

with their unclean hands. The Debtors and Attorenyys for the Debtors failed to respond to my registered contracts, so on the day of First Default, and Dishonor, I, Barry-Henry Spencer Faxed them all the Documents 35 pages in all, on the 29th day of October 2010, ten (10) days after receiving the above mentioned Contracts.

Either that day, or, moreso, the next about around noon the Debtor, represented as Pablo Falabella, and Attorney for the Debtors, represented as Joseph S. Smolinsky, called me, on a conference call telling me I could not rescind, revoke, or cancel our prior contract for settlement, when in fact they have not provided payment, or any GOOD Faith jester, just empty promise. I told them My objective was to cash-out and purchase land, real estate, ect in this market and now I am being hindered and to sell the claim, it is only worth about $\frac{1}{4}$ of the value, so they had to up the amount so I can cash-out at the rate I settled for, Smolinsky went into the threat of coercion and intimidation, by way of demanding of the Court I would have to stay with the settlement. I felt duressed and told him I will not contract under those terms, I was expecting my money in the mail, he spoken of some plan on the internet I told him I am not a lawyer, or fluent in His Laws, and no matter how artfully I may present the law, I cannot practice it or be held to the same standards, and to just pay Me and My family, so this can be over. If not provide the response Motions so I can file my Motions with the Court for it to review the contracts and see who's correct.

MOTION TO HEAR THE SUBSTANCE
OF ESTABLISHED CONTRACTS

-4-

I told him I will by November 2, 2010, file my Motions UNCONTESTED, and move the court for judgement, Silence is acquiescence, agreement and dishonor. Notibly, I held these contracts until January 3, 2011, when they were eventually mailed to the Court along with an Indemnity and Discharge Bond to protect the Court and its actors ~~if~~ ~~for~~ ~~any~~ ~~injury~~ it may cause to any other party for its ruling on the four square of the contracts between parties.

Wherefore, in common law, Commercial, Constitutional, and color-of-law jurisdictions, CONTRACTS rule the court and the court's function is simple all commerce is ruled by contract, absent a contract, there is no case, however, in this case there is substantial dishonor on the Debtors's behalf knowingly prior to, and after the Bankruptcy. My contracts never existed with the Court per se just the Debtors and contract went from color of law, to sovereign common law when the fiduciary trustees for both trust entered an agreement, however, if fraud existed there is no contract, but if another contract builds the case then the Court may rule on the letter of the contract.

Dated: 1-28-2011

Bond as my word,

By: ~~Barry-Henry~~ ~~Spencer~~ ~~Junior~~
Barry-Henry: Spencer Junior

As Good as Bond

Claimant: Barry-Henry: Spencer, Junior
c/o Temporary Mailing Location
Bridgewater State Hospital
20 Administration Road
Bridgewater, MA 02324

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

MOTOR LIQUIDATION COMPANY, et.al.,
f/k/a GENERAL MOTORS CORPORATION
et.al.,

Chapter 11 Case
No.09-50026

Debtor,

Barry-Henry: Spencer, Junior,
Intervener

MOTION FOR DEFAULT JUDGEMENT

Now comes Barry-Henry: Spencer, Junior, without prejudice, without waiving any right, remedy, statutorial or procedual, hereby moves this court for default judgement predicated upon the tacit approval of the debtors agreement to the factual declarations, now established as a matter of law, and enforceable as law. The moving party contends there are no genuine issues to be tried, and there exist a prima facie entitlement to relief by the letters of the contract, i.e. Verified Declaration in the Nature of an affidavit in the truth in Commerce, Rejection of the Settlement Offer and Contract for Waiver of Tort; Affidavit of Negative Averment, Opportunity to Cure, And Counter Claim supported by Notice of Final Determination and Judgement in Nihil Decit Verified Affidavit in the Truth, and the Prior Motion of Objection and For Sanctions for Vitiatio and Bad Faith On Behalf of Debtors, In

Breach of ADR Proceedings.

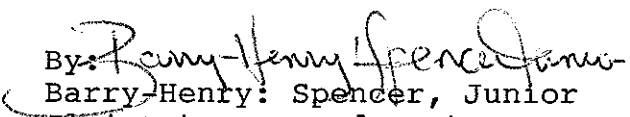
The Debtors had a legal responsibility to respond, as notification of legal responsibility is "the first essential of due process of law" **Connally v General Construction Co.**, 269 U.S. 385, 391. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." **U.S. v Tweel**, 550 F.2d 297. It is the ministerial fiduciary/trustee duty of each and every official, officer, agent, contractor and assign of the Motor Liquidation Corporation and any and all of their other obligors/grantors who viewed the herein above - mentioned declarations of contract ("Respondents") to timely and fully answer, **Federal Crop Insurance v Merrill**, 92 L Ed 10, 68 S.Ct 1, 175 ALR 1075.

However, they decided to ignore my concerns made at arm's length, pre-existing and current, hence, **Default comprises an estoppel of all actions, administrative and judicial**, by Respondents against Barry-Henry: Spencer, Junior, 3J. Pomeroy, **Equity Jurisprudence** section 805, p. 192 **Restatement 2d of Torts** section 894 (1)(1979), and now reasonably relied on, **Wilbur National Bank v US**, 294 US 120, 124-125 (1935), due to the misconduct by Motor Liquidation Corporation agents, **Heckler v Community Health Services**, 467 US 51, 59-60, **Federal Corp Ins**, *supra*. "It [the doctrine of Estoppel by silence] arises where a person is under duty to another to speak or failure to speak is inconsistent with honest dealings." **In Re McCardles Estate**, 140 Misc. 257, *et seq.*, and Silence, to work estoppel, must amount to bad faith. **Wise v USDC Ky.**, 38 F Supp 130, 134, where duty and opportunity to speak, **Codd v Westchester Fire Ins. Co.**, 14 Wash. 2d 600, 128 P.2d 968, 151 ALR 316, creating ignorance of facts, **Cushing v US Mass**, 18 F Supp 83, inducing person claiming estoppel to alter his position, **Braunch v Freking**, 219

Iowa 556, 258 NW 892, knowledge of facts and of rights by person estopped, *Harvey v Richard*, 200 La 97, 7 So 2d 674, willful or culpable silence, *Lenconi v Fidelity Trust & Savings Bank of Fresno*, 96 Cal. App. 490, 273 P. 103 et seq., "Silence" implies knowledge, and an opportunity to act upon it, *Pence v Langdon*, 999 US 578, 581.

In arguendo, if they officers of the Corporation did not know, the attorneys did and it is written at arm's length in the declaration contracts that were sent to the WEIL, GOTSHAL AND MANGES Law Offices in New York, by fax when the attorneys did not respond to the Registered mail establishing the receipt of the contracts. Smolinsky had decided to call on three-way to convince me not to file, several months ago, but refused to provide a response, hence, the response has been waived and by the terms of the documents herein mentioned, all facts are established as law.

With the facts being established by law, and I have presented the Respondents an assessment of the charges, there is nothing left but findings of facts and conclusions of law. I request the order of the Court to be released to the Claimant immediately, so as to close the escrow.

By: 
Barry Henry: Spencer, Junior
Claimant, secured party

April 25, 2011

NOTICE OF FINAL DETERMINATION AND JUDGMENT IN NIHIL DECIT

Verified Affidavit in the Truth

By: me, addressee: Barry-Henry, family of Spencer Junior, sovereign
[c/o 352 Walnut Avenue Street apt # 3,
at Roxbury, county of Suffolk, Massachusetts near 02119]

Notice for: Harvey R. Miller, Stephen Karotkin, Joseph H. Smolinsky
c/o WEIL, GOTSHAL & MANGES
767 FIFTH AVENUE
NEW YORK, NEW YORK 10153
via Registered Mail: "RB 644 758 144 US"

Notice for: CLERK OF THE COURT, for placing in the sovereign's folder for public notice
c/o united states BANKRUPTCY COURT-AT-LAW SDNY
CHAPTER 11 CASE NO. 09-50026
ONE BOWLING GREEN, ROOM 534
NEW YORK, NEW YORK 10004
via Certified Mail: "_____" will be sent to court in 10-14 days

The following "Verified Affidavit in the Truth" is made explicitly under reserve and without recourse, and I hereby and herein claim my right to common law jurisdiction and refuse statutory jurisdiction and/or admiralty jurisdiction.

In the matter of: Your Case No. 09-50026 alleged Chapter 11

- § The United States of America, the perpetual
- § union of sovereign states combined
- § to form a constitutional republic
- § on the soil of Massachusetts, a sovereign state
- § within the perpetual union of states at the sovereign county of Suffolk

A matter must be expressed to be resolved. In commerce, truth is sovereign. Truth is expressed in the form of an affidavit. An unrefuted affidavit stands as truth in commerce. An unrefuted affidavit becomes the judgment in commerce. A Verified Affidavit in the Truth, under established commercial law, can only be satisfied: (1) by a rebuttal Verified Affidavit in the Truth; or, (2) by payment; or, (3) by agreement; or, (4) by resolution by a jury of twelve justices in the County Court of Record. The following "Verified Affidavit in the Truth" is an instrument in commerce. Commerce operates in truth. I am expressing truth by the following "Verified Affidavit in the Truth". Demand for truth is made of all parties for full disclosure.

Whereas, an unrefuted affidavit noticed for the public record is the highest form of evidence, I am hereby timely creating public record by declaration with the following "Verified Affidavit in the Truth" by

seasonable and timely notice, establishing factual evidence, and establishing estoppel in order of protecting my rights and my private property.

I hereby and herein declare that I am competent and of age for testifying. I have personal knowledge of the facts stated herein. The facts stated herein are stated under penalty of perjury by the Laws of God, my Creator, and by the laws of the United States of America, the perpetual union of sovereign states combined to form a constitutional republic, and by the laws of Texas, a sovereign state within the union of states. I have verified the facts stated herein as being true, correct, complete, certain and not misleading by signing and sealing my affidavit before a Notary Public as an authentic act.

The following facts are being duly noticed for the public record concerning In re MOTOR LIQUIDATION COMPANY, et al f/k/a GENERAL MOTORS CORPORATION, as referenced by your Chapter Case No. 09-50026 (REG). Notice to principal is notice to agent. Notice to agent is notice to principal. I hereby and herein declare and proclaim, by good faith, with clean hands and at arm's length, the following:

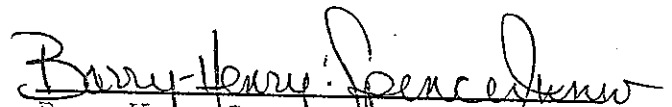
Comes now Barry Henry Spencer Junior to this court with the notice of the following facts:

1. On January 19 & 20th, A.D. 2003, I accompanied Tamika Nicole Scott to EXPRESSWAY TOYOTA MOTORS, and purchased a 1997 CADILLAC ELDORADO COUPE, Green, Vin# 1G6EL12Y8U604873.
2. The CADILLAC soon after began to experience numerous problems with stalling and shutting off while driving on public roads.
3. The CADILLAC was returned several times to EXPRESSWAY TOYOTA MOTORS, yet no alleged problems were found.
4. On several occasions I, Barry Henry Spencer Junior and/or other family members, were present when the vehicle had stalled and shutoff while in use, so this was the cause for returning the vehicle to EXPRESSWAY TOYOTA MOTORS,
5. Unbeknown to I, Barry Henry Spencer Junior and Tamika Nicole Scott, **numerous complaints were filed with GENERAL MOTORS CORPORATION**, concerning stalling and shutting off of CADILLACS and other problems with CADILLAC vehicles made between 1996-1997.
6. After the vehicle was allegedly working correctly, I, Barry Henry Spencer Junior, was operating the vehicle in Hyde Park, on American Legion Highway when I, switched lanes to avoid an accident and was rear ended had suddenly experienced the prior stalling and shutting off of the vehicle and veered uncontrollably off road into a tree.
7. I, sustained several injuries and several prior injuries were compounded which were treated at BOSTON MEDICAL CENTER and other Chiropractic Offices, to this day I still have minor and major problems physically with my back, legs, hands, and mental private issues as a result of the accident.
8. At the time I was working for ARAMARK CATERERS, KARA'S PAINTING and establishing a Private Business in Food Service business, hence, I sustained wages and Principal and Ownership Profit loss based upon the improper functioning of the CADILLAC vehicle.
10. I was advised by Tamika Nicole Scott that she received a recall notice from GENERAL MOTORS and that there was evidence in the recall reasons for the stalling and shutting off of the

vehicle, so as soon as I found out I informed an attorney who was representing me, however, he never moved forward on the issue, hence, eventually the relationship was resolved.

11. I eventually resolved issues with the vehicle insurer that rear ended me and Scott's insurer, and I was simultaneously attempting to resolve my Administrative remedies with GENERAL MOTORS by way of ESIS GM.
12. ESIS GM's employees and agents were very recalcitrant towards processing the claim, and providing the due process of the Administrative and Appellate procedure. Basically, when I requested the steps the claim was denied, and then I was denied an appeal, thus, it was accepted as proof of the debt and their silence was agreement.
13. Based upon ESIS GM's actions of Commercial Fraud, Deceit, Default and Dishonor, I had to have the process reviewed by the Massachusetts Suffolk Superior Court, yet they do not have original jurisdiction over Admiralty Maritime Claims.
14. The case sat in Massachusetts Suffolk Superior Court for several years and never gotten further than discovery, until the GENERAL MOTORS employees moved for a stay of the proceedings predicated upon this bankruptcy that was initiated freely by the Third Party Defendants employees, agents, and servants, thus, hindering and injuring me of my commercial & common law rights, of this Admiralty Maritime claim by way of the ADMINISTRATOR JUDGE, not ruling on several issues including an injunction to seize the GENERAL MOTORS vessel's property, in the amount of \$112,500,000.00, as surety.
15. The Boston team of GENERAL MOTORS employees, agents and servants attempted to withhold information about the Bankruptcy when it was initially filed, and attempted to exclude my claim as a creditor.
16. Eventually, I was given the opportunity to file a Verified Proof of Claim For Commercial Dishonor Certified Mail No. 7008 1830 0004 5593 6429 to which was a Contract, hence, it was dishonored by General Motors servants, MOTOR LIQUIDATION COMPANY and GARDEN CITY GROUP, by the TERMS OF THE CONTRACT.
17. None of the Third Party Defendants responded and the Commercial Dishonor was noted.
18. In order to participate in the ADR Proceeding I was subtly coerced, intimidated and threatened in failure to respond to my Contracts, correspondence, calls, ect. to undermine my original proof of claims amount \$682,000,000.00 to \$9,000,000.00 Cap, with a \$200,000.00 Claim Settlement Floor and dismiss another claim, so in order to recoup some loss and pay my Trust's creditor 's I had to agree.
19. Due to several disagreements and dishonor represented by the Third Party Defendant Debtors I filed a Motion of Objection and for sanctions for Vitiation and Bad Faith on Behalf of Debtors, In Breach of the ADR Proceedings, that was denied for failure to show a prima face entitlement S/REG USBJ on 8/2/10. It seemed as if the Debtors gotten even bolder after this ruling.
20. Eventually, believing I would receive \$200,000.00 US and without funds to travel back and forth to New York for the unbarred Mediation Process (due to the MOTOR LIQUIDATION COMPANY, nor its attorneys not willing to agree to the subject matter of the Mediation), I agreed to end the case, and signed the Stipulation and Settlement Resolving Claim No. 64658 & 64659 on September 1, 2010.

21. It became apparent after signing the agreement it would not allow immediate payouts and the distressed Allowed Claims are under sold now at 25% if lucky.
22. I attempted to get full value from several Corporations that made a Market, yet nothing happened so I felt cheated, deceived, ect., and I believed it was commercial dishonor, so I moved to dissolve the agreement that had no accord and satisfaction by way of filing a UCC-1 Financing Statement in Massachusetts Secretary of State Corporate Offices, and a Notarized Verified Declaration In the nature of an Affidavit of Truth in Commerce, Rejection of the Settlement Offer and Contract for Waiver of Tort with a \$39, 000,000.00 US billing assessment derived from Proof of Claims No. 64658 & 64659 was accepted as proof of the debt and their silence was agreement with the contract sent certified Mail to Carrienne Basler, Vice President for MOTOR LIQUIDATION COMPANY and First Class Mail to Nick S. Cyprus, Vice President, Controller and Chief Accounting Officer for GENERAL MOTORS ON September 22, 2010.
23. None of the Third Party Defendants has to this day responded and the Commercial Dishonor is noted.
24. The Second and Final notice is now being sent via registered mail# RB 644 758 144 US to the Attorneys for the Third Party Debtors, prior to asking the UNITED STATES BANKRUPTCY COURT JUDGE to Review the Collection Process.
25. I am presently attempting to sell the \$200,000.00 credit Allowed Claim to subtract it from the existing \$39,000,000.00 US billing debt against the Third Party Defendants,
26. The Third Party Defendants were given the opportunity to extend the Allowed Claim to One Million, so the debt can be sold and the agreed amount can be achieved and the dishonor unfair and deceptive acts can be annulled, however they have refused to do so, so the non-communication is further proof of their Agreement to the Term of my communication and their Dishonor.
27. THIS IS THE FINAL NOTIFICATION AND JUDGMENT. NO OTHER NOTIFICATIONS WILL BE SENT TO YOU. COLLECTION OF THIS LAWFUL CLAIM, AGAINST YOUR BONDS, INSURANCE POLICIES, 801-K, CAFR FUNDS, PROPERTIES, OR ANY OTHER SOURCE OF REVENUE TO CURE YOUR DISHONOR IN THE PUBLIC WILL BEGIN IN THREE BUISNESS DAYS IF THIS CLAIM IS NOT PAID IN FULL. ADDITIONAL CIVIL DAMAGES AND CRIMINAL CHARGES MAY ALSO BE FORTHCOMING. NON RESPONSE IS A SELF EXECUTING POWER OF ATTORNEY TO FILE LIENS AND ENCUMBERANCES AGAINST ANY AND ALL PROPERTY OF THE LIBELLEES.


Barry Henry Spender, Jr., Libellant

DATE: 10/18/2010

If any man or woman wishes to respond to or rebut the foregoing "Verified Affidavit in the Truth", or has information that would controvert and overcome the foregoing "Verified Affidavit in the Truth", he or she is required to make such response or rebuttal, using only facts based on first-hand, personal knowledge, within ten business days of receipt by written, controverted, counter-affidavit form, signed under penalty of perjury, before a Notary Public, using his/her Christian name, controverting and overcoming each and every point of the foregoing "Verified Affidavit in the Truth", proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law and not merely the ultimate facts or conclusions of law, that my facts are substantially and materially false sufficient for changing my factual declarations. The foregoing "Verified Affidavit in the Truth" is an instrument in commerce, and I hereby and herein explicitly reserve all of my rights without recourse. In commerce, an unrefuted affidavit noticed on the public record is the highest form of evidence. Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact, and the foregoing "Verified Affidavit in the Truth" will stand as final judgment in this matter. Failure to respond, nihil dicit, within ten business days of receipt establishes your unconditional acceptance of the foregoing facts, and the dismissal, closure and cancellation of this matter.

Verification: I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed, at arm's length, on the ____th day of the ____th month in the year of our Lord, two-thousand, ten at the county of Suffolk.

By: Barry Henry Spencer Junior
By: me, addressee: Barry Henry, family of Spencer Junior,
sovereign

Witnessed By: _____

Witnessed: By: _____

Authentication

- § The United States of America, the perpetual
- § union of sovereign states combined
- § to form a constitutional republic on the soil of Massachusetts,
- § a sovereign state within the perpetual union of states
- § at the sovereign county of Suffolk

Having witnessed the signing and sealing of the foregoing "Verified Affidavit in the Truth", I place my hand and seal hereon as an authentic act by a Notary Public on this the 18th day of the 10th month in the year of our Lord, two-thousand, 10, at the county of Suffolk.

By: _____

Notary Public



THE ONLY In the matter of commerce, all commerce operates in truth. Demand for truth is made of all parties for full disclosure of your true identity, who you represent, and who is the real party of interest. Where there is no competent Plaintiff and no competent witness, there is no claim. Where there is no contract, there is no claim.

**Verified Declaration in the nature of an Affidavit of Truth in Commerce,
Rejection of the Settlement Offer and Contract for Waiver of Tort**

Issued By Principal: Barry-Henry: Spencer Junior,
[c/o 352 Walnut Ave, at Roxbury
county of Suffolk, Massachusetts]

Sovereign Principal, Owner, Creditor
and Secured Party

Notice to Debtor: Carrienne Basler, Vice President, for
Motor Liquidation Company
And Affiliated Debtors
Attn: ADR Claims Team
2101 Cedar Springs Road, suite 1100
Dallas, Tx 75201

Vice President for the Debtors and
Debtors in Possession

UNITED STATES OF AMERICA, a Republic
BANKRUPTCY COURTSOUTHERN DISTRICT OF NEW YORK

§ In re Chapter 11 Case No.
§ MOTORS LIQUIDATION COMPANY, et al., 09-50026 (REG)
§ f/k/a/ General Motors Corp., et al.
Debtors,

I hereby duly notice Carrienne Basler, d/b/a CARRIANNE BASLER, VICE PRESIDENT MOTOR LIQUIDATION COMPANY/f/k/a GENERAL MOTORS CORPORATION, with my instrument, above and herein titled, concerning REJECTION of the settlement offer and waiver of tort of the private injury claim.

Carrienne Basler, d/b/a CARRIANNE BASLER, VICE PRESIDENT MOTOR LIQUIDATION COMPANY, I, hereby accept your private and commercial oath of office and the commercial oaths of those you represent, including but not limited to all contracts to sell, market, and provide commercial products made for a specific purpose without causing injury to a private person utilizing said products.

Further, I hereby and herein claim my right to common law jurisdiction and refuse statutory jurisdiction.

The following "Verified Declaration in the nature of an Affidavit of Truth in Commerce, Rejection of Settlement Offer and Contract for Waiver of Tort" is made explicitly under reserve and without recourse

In the matter of: The fiction(s) known as "MOTOR LIQUIDATION COMPANY and GENERAL MOTORS CORPORATION", and any and all derivatives thereof, and actions public and private of any and all employees, servants or agents

Being duly noticed on the public record at the county of Suffolk, Massachusetts also duly filed in the United States Bankruptcy Court Southern District of New York, for the world to see

I, me, Principal: Barry-Henry: Spencer Junior, sovereign, the undersigned, a man born on the soil of Massachusetts, and the posterity of my ancestors, hereinafter referred to as "I", or "me", or "my", or "myself", hereby declare, proclaim, say and state, in good faith and with clean hands, the following:

I am a man of full age and understanding, and I live on the soil of Massachusetts over a republican form of government. I am competent to state the matters set forth herein. I have personal knowledge of the facts stated herein, and the facts stated herein are done so under penalty of perjury by the Laws of God, my Creator, and by the laws of the United States of America, a republic, and by the laws of Massachusetts and New York, sovereign

Verified Declaration in the nature of
an Affidavit of Truth in Commerce,
Rejection of the Settlement and
Contract for Waiver of Tort

state(s) within the union of states. All of the facts stated herein are true, correct, complete, certain and not misleading, admissible as evidence, and if testifying, I shall so state.

A matter must be expressed to be resolved. In commerce, truth is sovereign. Truth is expressed in the form of an Affidavit. An unrefuted Affidavit stands as Truth in commerce. An unrefuted Affidavit becomes the judgment in commerce. An Affidavit of Truth, under commercial law, can only be satisfied: (1) by a rebuttal Affidavit of truth, or (2) by payment, or (3) by agreement, or (4) by resolution by a jury with twelve justices according to the rules of common law. The following Verified Declaration is an instrument in commerce. Commerce operates in truth. Demand for truth is made of all parties for full disclosure. I am expressing truth by the following Verified Declaration.

WHEREAS an unrefuted declaration, noticed on the public record, is the highest form of evidence, I am, by declaration on the public record, hereby and herein giving seasonable and timely notice, establishing **factual evidence**, and establishing **ESTOPPEL** in order of protecting my unalienable **RIGHTS** and my private property, for private use, relative to attacks by parties having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH**.

Plain Statement of Facts

1. Fact: The person(s) known as "MOTOR LIQUIDATION CORPORATION and both prior and newly formed GENERAL MOTORS CORPORATION " also UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK, and any and all derivatives thereof, is a fiction, hereinafter referred to as "Fiction", being without form or substance. Any harmful, malicious, or injurious acts towards any natural born body, living or dead, is being purposely committed in commercial fraud by said acts, thus, causing Genocide on We the People by the Government Officials and Agents of the Commercial Corporation and Commercial Courts for the purpose of disfranchising We the People from our Life, Liberty and Property. This commercial fraud by Officials and Agents of the Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION and newly formed GENERAL MOTORS" also UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK, and any and all derivatives thereof including but not limited to these public Fiction, its employees, servants and agents is being committed for their self-enrichment by creating and using a fiction outside the authority of law and our courts of original jurisdiction.
2. Fact: I am hereby and herewith claiming a security interest on the Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION, or, newly formed GENERAL MOTORS" and/or Government Corporations, Courts also Agencies, and any and all derivatives thereof including but not limited to the public Fiction, its employees, servants and agents, nunc pro tunc to the date of July 11, 2003, when the Fiction(s) were operating in the stream of commerce. Said Fiction(s) are now DEBTORS to the PRINCIPAL, dating back to July 11, 2003, the date the Fiction(s) were operating as the former General Motor Corporation, then as of June 1, 2009 when bankruptcy was filed its name was changed to MOTOR LIQUIDATION CORPORATION, and as of September 15, 2010 newly formed GENERAL MOTORS CORPORATION, per violation of their private and public commercial contracts, policy, rules, regulations and public statutes.
3. Fact: My Private-claim via UCC-1 Financing Statement filed with Massachusetts Secretary of the Commonwealth of Massachusetts, Upon the Public Corporation Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION and newly formed GENERAL MOTORS", and any and all derivatives thereof including but not limited to the public Fiction, its employees, servants and agents and the United States Bankruptcy Court for the Southern District of New York, also Bonding of the Fiction(s), and any and all derivatives thereof and employee, servants and agents thereof, perfects my security interest in the Fiction(s). The Fiction(s), the United States Bankruptcy Court Southern District of New York chapter 11 Case No 09-50026 (REG) and the Security Exchange Commission Registration of the New General Motors Corporation, including but not limited to all servants, agents and employees are my private property and are registered by contract with me, nunc pro tunc to the date the Fiction(s) caused the Principal Private and Commercial Injuries and my Private claim of the Fiction(s) by this Verified Declaration under original common law jurisdiction for one-hundred (100) years and, as such, is the private property of me, the secured party, for the protection of my estate, my life and my liberty.
4. Fact: Carianne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, and me, the Secured Party/Creditor under threats, coercion and intimidation had no choice but to, attempt to work out a Settlement of the commercial private and public claims **Proof of claim No. 64658** and

Verified Declaration in the nature of
an Affidavit of Truth in Commerce,
Rejection of the Settlement and
Contract for Waiver of Tort

64659, where the Fictions/Debtors offered under subtle threats, coercion and intimidation, a Stipulation and Settlement **Resolving Claim No 64658**, with an allowed claim of \$200,000.00, however, the allowed claim has no value and the Market created for the Allowed Claims, are only offering cash payout at a rate of 20 – 25%, thus, undermining the value of the claim of 200,000.00 to between \$42,000.00 and \$52,000.00. The second **Proof of Claim 64659** was to be dismissed. Nor under the Fictions' Settlement Statement, does it define the Equity in the New GM as being stable, when the Market will determine the Value. The Secured Party/Creditors' surviving claim(s) are based upon Bodily injuries first, not subjected to Tax, and forced into this settlement will usurp his wealth, and estate and secondly, on deceitful and unfair business practices .

5. Fact: Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH**, knowing that the value assigned to the allowed claim was to be undermined, thus, caused further injury to the secured party, in fulfillment of other contractual obligations several years over due based upon the unnecessary litigation.

6. Fact: In all proceeding with Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, also all servants and agents there seems to be a one sided view, as if the Fiction's, employees, agents, or servants assessment and views are and can only be correct in settlement or closure of their debt with this Creditor/Secured Party, thus, all of the concern's of this secured party have been ignored and disregarded, without justification resulting in forced offers of contract, based upon subtle coercion, intimidation and threats, by way of declining to answer correspond or contract in a timely manner, until the secured party with all rights reserved had to agree with Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession or another employee, agent or servant in order to move forward in any and all issues of merit.

7. Fact: The Secured party has two claims involving the Fiction(s) known as "MOTOR LIQUIDATION CORPORATION the former GENERAL MOTORS CORPORATION and newly formed GENERAL MOTORS", **Claim Number(s) 64658 and 64659** regarding Private Bodily Injury, breach of private and public contracts and unfair and deceitful business conduct in prior dealings, however, it is alleged both Claims are redundant or duplicate, so all prior and present unfair and deceitful business practice should be separate in the latter **Claim Number 64659**.

8. Fact: Based upon the recent acts of the Fiction(s) having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH**, the first **Claim No. 64658**, will now return to the original agreed upon sum **Capping Amount \$9,000,000.00** and the **ADR Process** will proceed, or, All issue of merit will proceed to a common law jury for fact and law.

9. Fact: Based upon the recent acts of the Fiction(s) having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH**, the second **Claim No. 64659**, will now carry a secured non-De Minimis Settlement Amount, original value Filed Amount of \$794, 500,000.00, reduced to \$30,000,000.00, in order to resolve the issues in the **ADR Proceedings**.

10. Fact: Now in **GOOD FAITH** Carrienne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, also all servants and agents can **HONOR** an **Allowed Claim** for \$2,000,000.00, that will equal out to the **prior Allowed Claim Amount**, the Principal and Ms Basler, Vice President of Motor Liquidation Corporation agreed upon; notably, the value of the Allowed claim is based upon the GM-Motor Liquidation Corporations' Insurance Bonds' which is presently fluctuating between \$30 and \$35, and the equity value of the allowed claims are at a lower rate.

10. Fact: Use by Any and All Fiction(s) Government or Public Corporation on any document associated in any manor with me, the secured party, or my estate, without my prior, written consent, is strictly forbidden and is chargeable to each issuer or user or others in the amount of the sum certain of **U. S. Dollars one-thousand, in specie silver coin of the United States of America**, per issuer and per user per Fiction. This includes any and all claims pertaining to the Fiction(s) dating back to the date of its creation.

11. Fact: Use by Any and All Fiction(s) Government or Public Corporation for the intent of gains, for the issuers or for the users or for others, of any of my unalienable RIGHTS, my private property or any part of my estate, without

full disclosure and without my prior, written consent, is strictly forbidden and is chargeable to each of the issuers and users and others in the amount of the sum certain of **U. S. Dollars one-million, in specie silver coin of the United States of America**, per use per Fiction, including any past, present or future use. This includes any and all claims pertaining to the Fiction(s) dating back to the date of its creation.

12. Fact: Use of the Fiction(s) on any document associated in any manor with me, the secured party, or my estate, without my prior, written consent, is all of the evidence required for enforcement of this agreement/contract, and evidence that any and all issuers, users and others are in full agreement and have accepted this agreement/contract under the condition and terms so stated and set forth herein, and is due and payable under the terms and conditions set forth herein this agreement/contract.

I hereby verify that an original for the foregoing instrument entitled, "Verified Declaration in the nature of an Affidavit of Truth in Commerce, Rejection of the Settlement and Contract for Waiver of Tort", is being duly recorded with the recorder of the county at the county of Suffolk, Massachusetts and the United States Bankruptcy Court Southern District of New York chapter 11 Case No 09-50026 (REG). **Notice to the principal is notice to the agent. Notice to the agent is notice to the principal.** Notice of my Private Claim for Vitiating of the Settlement claim, Rejection of the Settlement Offer under the pretense of the Fiction(s) having **UNCLEAN HANDS** and involved in **CONSPIRACY, COMMERCIAL FRAUD, DECEIT, BARRATRY**, and other acts of **BAD FAITH** of the Fiction(s) is nunc pro tunc to the date the Fiction(s) were created. Notice of my Private Claims and copyright is applicable for (1) any and all parties, including any and all competent witnesses, making any claims against the Fiction(s), nunc pro tunc to the date of its creation, (2) the criminal or civil taking and/or destruction of my private property by agents of a criminal racketeering cartel, by their acts of dolus malus, in commercial fraud, and (3) any violations of my unalienable RIGHTS given me by God, my Creator and the Lord of heaven and earth. The foregoing Verified Declaration is the intellectual, private property of Barry-Henry: Spencer Junior, a sovereign, secured by a common law, and common law copyright duly noticed on the public record, and cannot be used in any form without my prior, expressed, written consent.

Any response for the foregoing Verified Declaration is required of being made within ten (10) calendar days of posting in written, controverted, counter-affidavit form, signed under penalty of perjury, before a Notary Public, using your Christian name, controverting and overcoming each and every point of foregoing Verified Declaration, proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law and not merely the ultimate facts or conclusions of law, that the foregoing Verified Declaration is substantially and materially false sufficient for changing my status, and the Fiction's status, as well as my factual declarations. Any rebuttal must be sent for me, at the temporary mailing location shown below, with return receipt. Any request for additional time for responding for the foregoing Verified Declaration is required for being submitted in written form within the above stated ten (10) calendar days of posting, sent for me, at the temporary mailing location shown below, with return receipt.

Your silence stands as consent to, and tacit approval of, the factual declarations herein being established as fact as a matter of law, and the foregoing Verified Declaration of Truth will stand as final judgment in this matter, as well as for the sum certain herein stated, and will be in full force and effect against all parties, due and payable and enforceable by law. The criminal penalties for commercial fraud must be determined by jury by the common law, but the monetary value is set by me for violation of my unalienable RIGHTS, in the amount of a sum certain stated herein, and will be due and payable on the thirty-first day or any day thereafter as use occurs after posting of the foregoing Verified Declaration by me on the public record at the county of Suffolk and/or the United States Bankruptcy Court Southern District of New York chapter 11 Case No 09-50026 (REG).

This document serves as Notice of Fault, in the event the Fiction(s) **MOTOR LIQUIDATION CORPORATION** and both formerly and newly formed **GENERAL MOTORS CORPORATION** ", and any and all derivatives thereof, and Carianne Basler, Vice President of Motor Liquidation Corporation for the Debtors and Debtors in Possession, also all servants and agents fail to timely respond.

Notice of Default shall be issued no sooner than three (3) days after Notice of Fault. Default is final three (3) days after Notice of Fault is issued. Default comprises Fiction(s) stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct and fully binding on all parties, thus, consent is jointly and severally to be named as defendant(s) in various actions, administrative and judicial.

Upon Default, all matters are settled res judicata and stare decisis.

Default comprises estoppels of all actions, administrative, and judicial, the Fiction(s) may assert against the Principal, Creditor/ Secured Party.

Verification: I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed, at arm's length, on the 21 th day of September the 9 th month in the year of our Lord, two-thousand ten at the county of Suffolk, nunc pro tunc to the date of the creation of the Fiction(s).

By: [Signature] Seal
By: me addressee: John William, family of Doe,
Sovereign, a living soul born on
Massachusetts soil
c/o [352 Walnut Ave
in Roxbury near 02109]

Witness: By: [Signature]

Witness: By: [Signature]

Authentication

§ United States of America, a republic
SS. § Massachusetts, a state within the
§ Union of states

Having witnessed the signing and sealing of the foregoing Verified Declaration, I place my hand and seal hereon as an authentic act as a Notary Public, on this the 21 th day of the 9 th month in the year of Our Lord, two-thousand, 10, at the county of Suffolk.

By: [Signature]
Notary Public

11/29/2010
Abraham Silich
NOTARY PUBLIC
My commission expires 11/29/2010

**THE UNITED STATES BANKRUPTCY CIRCUIT COURT
OF THE SOUTHERN DISTRICT OF NEW YORK**

In re

Chapter 11 Case #
09-50026 (REG)

MOTORS LIQUIDATION COMPANY, et al.,
f/k/a General Motors Corp., et al.,

(Jointly Administristered)

Barry-Henry: Spencer Junior, Third Party Plaintiff IN ADMIRALTY

Vs.

GENERAL MOTORS, MOTOR LIQUIDATION COMPANY,
CARRIANNE BASLER, JOSEPH SMOLINSKY, PABLO FALABELLA,
NICK S. CYPRUS, DAN AKERSON, UNKNOWN INSURERS, WEIL, GOSHAL & MANGES,
ANY AND ALL UNKNOWN PARTIES,
Third Party Defendants

AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE, AND COUNTERCLAIM

Comes now Barry-Henry: Spencer Junior, Third Party Plaintiff, by optional special visitation and not appearing generally, before this court seeking a remedy in Admiralty as is provided by "The Saving to the Suitors Clause" at USC 28 -1333(1), . I am standing in my unlimited commercial liability as a Secured Party Creditor and request that the Third Party Defendants do the same, and waive all of their immunities. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by the precedent set by Haines vs. Kerner at 404 U.S. 519. This is based upon Suits and Admiralty act, Title 46, section 740, Suits in Admiralty, Title 46, section 781, Public Vessel Act, Title 46, Extension Act, and Expatriation via UCC-1 Financing Statement and additional Statute Staple Documents of Political Status found in the Public Record of the Secretary of the State of MASSACHUSETTS, William Francis Galvin, at **Secured Transaction Number - 200972913140, International Registered Private Tracking Number - RE 011 - 42 -963**. The District Court holds Original Jurisdiction under Title, section 1333, to hear the subject matter.

AS TO COUNT 1: I, Barry-Henry: Spencer Junior, the Third Party Plaintiff, Secured Party Creditor, a Natural man, created by God, Demand that the (Third Party Defendants) produce their Proof of Claim of Settlement for the Outstanding Billing Assessment . I demand to inspect the "Original Insurance Notes or Bonds for the Spencer Designated Claims 64658 (\$794,500,000.00) and 64659 (\$794,500,000.00) amount", "Original Capping Insurance Note or Bond, Agreed upon for claim 64658 -\$9,000,000.00" and the "Original Settlement Insurance Note or Bond for \$200,000.00", the agreed upon with wet ink signatures, along with the Title Page that shows whether or not the settlement, or payment has been satisfied. I believe that Motor Liquidation Company, General Motors, or any Insurance Holder has sold the original note and failed to give credit to my account. This note was created on my credit, and signature, or underwriting and was not an asset of Motor Liquidation Company, General Motors, Any John Doe

Insurance Holder or Bank. I believe the Third party defendants have not been damaged and have no legal right to not satisfy a debt collection claim based upon Bankruptcy. As you well know, Proof of Claim must be established by law. Only the Original Insurance Notes and Settlement proof will be accepted as proof of claim. If the Third Party Defendants have the original insurance notes let them bring it forth and offer their Proof of Claim for my inspection. I believe the Third Party Defendants DO NOT have lawful Proof of Claim and there is no evidence to the contrary. This is Dishonor in commerce, Theft, Fraud, Conspiracy, and Racketeering.

AS TO COUNT 2: I, Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees have been injured several times, associated with the debt General Motors and Motor Liquidation Company refused to pay to settle this debt. Motor Liquidation Company and General Motors has chosen to dishonor, by deceit and unfair business practice, and not provide a lawful Note of full value for the Proof of Claims, the Capping amount and/or Agreed Settlement Offer and has refused to zero the account with me. Lawful Money no longer is available for payment of debt in our economic system. Notes are considered as Legal Tender for debts, according to the Code. This is a Dishonor in Commerce, Fraud, Theft of Private Funds, Racketeering, and Conspiracy, and I believe there is no evidence to the contrary.

AS TO COUNT 3: I, Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees have been injured due to the value of the ALLEGED SETTLEMENT of \$200,000.00 carrying a value of only 20-25%, thus, only having a \$42,000.00 to \$52,000.00 value. Due to the deceit, fraud, theft of private funds I, Barry-Henry: Spencer Junior, under **fair debt collection** withdrawn the settlement agreement and moved to Cash in the Allowed Claim for as much as possible to settle all private debt that has occurred since the accident and the several tedious years of litigation in the state of Massachusetts and now the Federal Admiralty Courts.

AS TO COUNT 4: I, Barry-Henry: Spencer Junior under threats, coercion and intimidation of debt, poverty and subtle recalcitrant acts of General Motors, Motor Liquidation Company and their subdivisions, agents and employees, also his private creditors who have placed liens upon his private property for private use and public property, has caused this Creditor substantial injury, and therefore, he had to move to acquire any and all funds even by liquidation of, or, attempt to liquidate the Allowed Claim-Stipulation and Settlement Resolving Claim No. 64658 & 64659, after filing a **UCC-1 Financing Statement upon GENERAL MOTORS and MOTOR LIQUIDATION COMPANY in Massachusetts and Verified Declaration in the Nature of an Affidavit of Truth in Commerce, Rejection of the Settlement Offer and Contract for Waiver of Tort**, this was sent Certified mail September 22, 2010, and neither Motor Liquidation Company or General Motors Responded, thus, agreeing with the Offer to Contract that voided the prior agreement based upon **Deceit, Commercial Fraud, Conspiracy and Barratry. This contract changed the Allowed Claim amount to \$39,000,000.00.** I believe that GENERAL MOTORS and MOTOR LIQUIDATION COMPANY is undermining, under valuing claims and using subtle threats, coercion and intimidation to prolong the settlement process, hence, stealing publicly and privately from its creditors.

OPPORTUNITY TO CURE

The Third Party Defendants have 14 calendar days to cure their Dishonor by the following:

1. Dismiss any and all claims against the Third Party Plaintiff, with prejudice and pay the Third Party Plaintiff \$39,00,000.00 (Thirty-nine Million US dollars) as is designated in the counterclaim herein, OR,
2. Pay all damages as indicated by the counterclaim contained herein with Real Money, Surrender any and all Public Hazard Bonds, other Bonds, Insurance Policies, 801K, CAFRA Funds, etc. as needed to satisfy counterclaim herein, OR,
3. Prove your claims with me have been settled by providing me with lawfully documented evidence that is certified true and correct, by (Officers of the Court), in their unlimited commercial liability, while Under Oath, On and For the Official Record, under penalties of the law including Perjury. This evidence must prove your case by preponderance or the greater weight of evidence and must answer each and every averment, Point by Point individually. If any and all points are not answered fully and accompanied by lawfully documented evidence, as provided herein, that will be Default on the part of the Third Party defendants. Non Response according to the conditions herein will be default. Incomplete answers and/ or lack of documented evidence as outlined herein will be Default. If the Third Party Defendants fail to respond as outlined herein, within 14 calendar days, this will be Default. Non Response will be a Self Executing Confession of Judgment by all Third Party Defendants, and will be complete agreement with all the statements, terms, and conditions of this contract. This is a contract in Admiralty. Any officer of the court that interferes or involves himself/herself with this claim will be added to this claim and become a Third Party Defendant. All Third Party Defendants are jointly and severally liable for this claim.

COUNTERCLAIM

THE FOLLOWING DAMAGES HAVE BEEN ASESSSED AGAINST YOU SHOULD YOU FAIL TO MEET THE REQUIREMENTS AS PROVIDED IN THE OPPORTUNITY TO CURE CONTAINED HEREIN:

1. Failure to provide legal tender to settle both claims upon which relief for the Creditor can be granted \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
2. Failure to respond as outlined herein \$1,000,000.00 (One Million US Dollars.) per count Per Third Party Defendant.
3. Default by non response or incomplete response \$1,000,000.00 (One Million Dollars) per count Per Third Party Defendant.
4. Dishonor In Commerce - \$1,000,000.00 (One Million Dollars) per count per Third Party Defendant.
5. Fraud - \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
6. Racketeering - \$1,000,000.00 (One Million US Dollars) per count per Third Party Defendant.
7. Theft of Public/Private Funds -\$1,000,000.00 (One Million US Dollars) per count per Third Party Defendant.
8. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as contained herein. \$1,000,000.00 (One Million US Dollars), per month, and interest of 1.5 % per month compounded daily for the first (30) Thirty Days from the date of default. After (30) Thirty Days beginning on the (31st) Thirty first Day after Default, the penalties for Failure to pay will increase by \$100,000.00 (One Hundred Thousand Us Dollars Per Day) for each calendar day that this counterclaim is not paid in full, plus interest. After (90) calendar days of the date of

Default, the penalties for Failure to Pay Counterclaim will increase by \$1,000,000.00 (One Million US Dollars) per calendar day, that the Counterclaim is not paid in full, plus interest as indicated herein.

9. All Claims are stated in US Dollars which means that a US Dollar will be defined, for the purposes of this counterclaim as, a One Ounce Silver coin of .999 pure silver, or the equivalent par value as established by law or the exchange rate as set by the US Mint, whichever is the higher amount, for a certified One Ounce Silver Coin (US Silver Dollar) at the time of the first day of default as outlined herein, if the claim is to be paid in Federal Reserve Notes, Federal Reserve notes will only be accepted at Par Value as indicated above.
10. Total damages will be assessed as the total amount of the damages as outlined herein times three (3) for a total of all damages as outlined in items 1-5 added to three (3) times the damages, for punitive, or other additional damages.

Barry-Henry Spencer Junior
Barry-Henry: Spencer Junior,
Secured Party Creditor
Date: 10-18-2010

10/18/2010



Registered Mail # 70057 0390 0000 6336 5379

Notice Liquidation COMPANY GUC TRUST
% WILMINGTON TRUST COMPANY

Rodney Square North

1110 NORTH MARKET STREET

WILMINGTON, DELAWARE 19870-1015

ATTN: Albert Koch, President

NOTICE OF DEFAULT
Rejection of the Settlement

RE: DISPUTED CLAIM AMOUNT & REQUEST SECURITY
ACCOUNT INFORMATION and INDEMN SECURITY
ACCOUNT Holder TO DIRECT ALL PAYMENTS
OF SOLD STOCK AND WARRANT TO ME.

CLAIM NUMBERS: 64658 & 64659

CLAIMANT NAME: BARRY SPENCER JR

DEAR FIDUCIARY TRUSTEE,

I, Barry-Henry Spencer, Jr, owner,
principal, secured party of these claims appear
here without prejudice, without waiving any right
remedy statutory or procedural with liability
attached, by your failure to respond to two prior
letters concerning the above captioned.

The \$200,000.00 Allowed Class 3 General
unsecured claim - 64658 is mentioned, however I had
disputed this claim months ago resulting in reopening
of prior both claims 64658 and 64659, see Verdict
Declaration in nature of an Affidavit of Truth in Commercial
Rejection of Settlement offer & Contract for Tort Waiver,
so you need to Contact MEC and ask when is
their response, as my warrants and stock for

CLAIM 64659 in the SUM of \$9,000,000.00, and the 64658 SUM is NOT \$200,000.00 it is \$9,000,000.00 and any payments made will be to satisfy the \$9,000,000.00 under 64658, including but not limited to the 64659 CLAIM SUM AMOUNT.

Well my brother, Sylvester Spence, made a security account for ME, however, he did not provide me with the information of which of your two sister companies the account was made M&T Securities, Inc., or Morgan Stanley Smith Barney, so to insure payment reaches me I ask you to have them or what ever company was used to contact ME personally, for liquidation and payment of this Bodily Injury Claim.

LASTLY MLC is aware my CLAIMS are based upon bodily injury and can not be taxed, however, the way this is set up I will be taxed upon the sale of the warrants or stock, so they need to reimburse me the difference.

Please take note Notice to agent is Notice to Principal and Notice to Principal is Notice to agent.

In frequency any response for the foregoing Contract Verbal Declaration or annex hereto is required within 10 calendar days of posting or dated return receipt card.

Your silence stands as consent to, and tacit approval of, the factual declarations herein and annexed hereto being established as fact as a matter of law

can

This document or handwritten copy serves as notice of Fault, in the event WILMINGTON TRUST, MOTOR LIQUIDATION Company, General Motors and any and all derivatives thereof, or any of their employees, servants, agents or officers fail to timely respond.

Notice of Default shall be issued no sooner than three days after Notice of Fault. Default is final three days after Notice of Fault is issued. Default shall be consistent of all provisions in page 4 of 5, of the Attached Verified Declaration in the nature of an Affidavit of Truth in Commerce, Rejection of the Settlement and Contract for waiver of TERT

Upon Default, whereas this now serves as A NOTICE OF DEFAULT, for Failure To Respond to the Verified Declaration in the matter, i.e. Verified Declaration in the nature of an AFFIDAVIT OF TRUTH IN COMMERCE, Rejection of the Settlement and Contract for waiver of TERT; NEGATIVE AVERMENT, Opportunity to Cure and Counter Claim. I now assert my right to full payment of the \$ 39,000,000.00. These matters are settled res judicata and stare decisis.

Verification:

I verify under penalty of perjury under the Oaths of the United States of America the foregoing is Attached is true and correct. Executed at arms length on this 23rd of April, 2011 in the county of Plymouth

April 23, 2011

By:

BARRY-HENRY SPENCER JUNIOR
Secured Party, Claimant, Lien Holder

Certified Mail # 7015 3070 0000 63365500

Albert Koch, President
MOTOR LIQUIDATION COMPANY
2101 CEDAR SPRINGS ROAD, Suite 1100
DALLAS, TX 75201

RE: DISPUTED CLAIMS Amount For 64658 & 64659
LETTER OF DEFAULT

Dear Koch, President

I have a few problems with your claim Amount for 64658, and the lack of a claim for 64659. I have been dispute with the subordinates over the amount for 64658, so before I move for Judgment based upon your lawyers & Vice Presidents Failure to respond I offer you the opportunity to arbitrate as you read these documents sent but never responded to you will see You, Your Company LLC, is in default. So you are ripe for judgement pursuant to the terms of this Document and prior ones.

Notably, I tried to negotiate a reasonable settlement but your lawyer Smolensky refused.

It ~~has~~ no response, by counter offer ^{or answer} for my Disputed amount of \$200,000.00 ^{to make} in the cap range I will move the Court for closure for the full amount of \$390,000.00, ^{your trustee has problems answering correspondence} See letter 2 To your appointed Trustee WILMINGTON TRUST by court order, or otherwise private lien.

April 23, 2011

Bobby-Lenny Spenser, Junior
9020 Administration Road
Bridgewater MA 03324



Barry-Henry: Spencer Junior
MCI Shirley - W89745
P.O. Box 1218
Shirley, MA 01464

Temporary Address for Creditor

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

*Endorsement Order:
Denial, for failure to
show a prima facie
entitlement to relief.*

In re

: Chapter 11 Case No.

MOTORS LIQUIDATION COMPANY et, al
f/k/a General Motors Corp

: 09-50026 (REG)

*S/REG
USBJ*

Debtors,

8/2/10

MOTION OF OBJECTION AND FOR SANCTIONS
FOR VITIATION AND BAD FAITH ON BEHALF
OF DEBTORS, IN BREACH OF ADR PROCEEDINGS

Spencer moves this Honorable Court for
sanctions, attorney fees, other fees and cost,
but not limited to the agreed upon award of the
agreed \$9,000,000 (Nine Million dollar) Claim Cap
Amount ("Cap") pursuant to part F, of the alterna-
tive resolution procedures established in the
Order, 11 U.S.C. § 105(a) and General Order M-390
Authorizing Implementation of Alternative Dispute
Procedures, Including Mandatory Mediation (the
"ADR Procedures") [Docket No. 5037] entered by the
United States Bankruptcy Court for the Southern
District of New York on February 23, 2010, the
award (herein above-mentioned) and sanctions are
are intended to prevent unfair practice to the

File an order:

09-50026-reg Motors Liquidation Company

**U.S. Bankruptcy Court
Southern District of New York**

Notice of Electronic Filing

The following transaction was received from Blum, Helene entered on 8/2/2010 at 4:01 PM and filed on 8/2/2010

Case Name: Motors Liquidation Company

Case Number: 09-50026-reg

Document Number: 6482

Docket Text:

Endorsed Order signed on 8/2/2010 re: Motion by Barry Henry Spencer, Jr. "Denied, for failure to show a prima facie entitlement to relief". (Blum, Helene)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:2010_08_02_15_56_07.pdf

Electronic document Stamp:

[STAMP NYSBStamp_ID=842906028 [Date=8/2/2010] [FileNumber=7511281-0] [265c99a833557d74a941e8d3614bd2a65a139ab92601f260f2bd0d888af04a493ce07af2fe96608e60ed2f6d5ad50b6d6625c404e34f0b7816a6849fc2c4b463]]

09-50026-reg Notice will be electronically mailed to:

David B. Aaronson on behalf of Creditor Dealer Accessories, LLC
david.aaronson@dbr.com

Letitia Accarrino on behalf of Unknown Bob Maguire Chevrolet, Inc.
laccarrino@wilentz.com

David G. Aelvoet on behalf of Creditor Bexar County
sanantonio.bankruptcy@publicans.com

Anna Conlon Aguilar on behalf of Creditor Anna Exponent, Inc.
aaguilar@conlonaguilar.com

Martin Alaniz on behalf of Unknown Cardenas Autoplex, Inc.
martin.alaniz@gmail.com

Derek P. Alexander on behalf of Creditor Suzuki Motor Corporation

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by: Kurt William Eichner

3. acting in the capacity of: Notary Public

4. bears the seal/stamp of: Kurt William Eichner
whose commission expires on: July 14, 2017

Certified

5. at: Boston, Massachusetts

6. the: 11 April, 2011

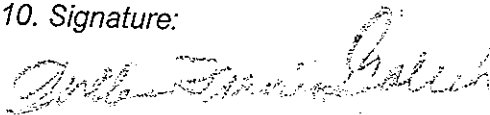
7. by: the Secretary of the Commonwealth

8. No.: 1519144

9. Seal/stamp:

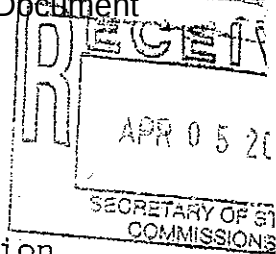
Great Seal of the Commonwealth

10. Signature:



William Francis Galvin
Secretary of the Commonwealth





William Francis Galvin
Massachusetts Secretary of the State
c/o Public Records Division - Commissions Section
One Ashburton Place, Room 1719
Boston, Massachusetts near

March 25,

Dear Mr Galvin,

Country

I, Barry-Henry: Spencer Junior hereby give you official notice of these Act of State foreign Documents to be presented All Public Officials By and through the Office of the Secretar State, the United States of America a/k/a UNITED STATES a/k/a a/k/a UNITED STATES OF AMERICA, and the Office of the Secretar state, the State of Massachusetts a/k/a STATE OF MASSACHUSETTS MA a/k/a Commonwealth of Massachusetts a/k/a COMMONWEALTH OF MASSACHUSETTS a/k/a "this State" and to all whom it may concer the Declarations, Lawful, Honorable Clarifications and other m contained herein. You will find the following:

1. Affidavit of Political Status
2. PUBLIC NOTICE, DECLARATIONS, AND HONORABLE CLARIFICATIONS
3. Act of State Reaffirmation of Character And Renunciation Attempted Ezpatriations
4. EXPATRITATION OF STATE AND FEDERAL CITIZENSHIP

Apostille, by MASSACHUSETTS Republic Secretary of State

Enclosed is \$20.00 USD ~~payment~~ for required fee and service pursuant to Massachusetts statute \$6.00. After Certification and making Copies for presentment to All Public Official (I request list of All those Informed pursuant to Massachusetts Statue), please return the Apostille and original Documents to Me, where am Illegally held.

Barry-Henry: Spencer Junic
c/o Bridgewater State Hosp
20 Administration Road
Bridgewater, MA 02324

Certified Mail: 7005 0390 0000 4334 4990

** Also this should be Presented to the United Kingdom or United Nations, United States is A registered Co of the United Kingdom*

NON-NEGOTIABLE NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL - NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENTS
PUBLIC NOTICE, DECLARATIONS AND HONORABLE CLARIFICATIONS

DEED OF SECONDARY CONVEYANCE OF INCORPOREAL HEREDITAME
AN AUTHENTICATED FOREIGN DOCUMENT
HAGUE CONVENTION, 5 OCTOBER 1961

CERTIFIED MAIL 7005 0390 0000 6336 4990

PUBLIC NOTICE, DECLARATIONS,
AND HONORABLE CLARIFICATIONS

THE LAW DOES NOT PERMIT IMPOSSIBILITIES

SUFFOLK County)

MASSACHUSETTS Republic)
united States of America)

Asseveration

L.S.

Barry-Henry Spencer Junior
Signed only in correct public capacity
As beneficiary to the Original Jurisdiction.

NOTICE. The term "Original Jurisdiction" herein and in all other documents issued by Barry-Henry Spencer, Junior means the constitution for the united States of America, anno Domini 1787, and art. of amendment anno Domini 1791 and other original parent agreements as indexed in Paragraph Number 11 below.

FIAT JUSTITIA, RUAT COELUM

Let Right Be Done, Though The Heavens Should Fall

I, Barry-Henry: Spencer, Junior a/k/a Barry-Henry of the family Spencer, in public capacity, beneficiary to the Original Jurisdiction, being of majority in age, competent to testify, a self realizing entity, a free man upon the free soil, an American citizen of the American Republic, My years being years, My naves being naves, do hereby state that the truths and facts herein are of first hand personal research true, correct, complete, certain, and not misleading, so help me GOD.

PUBLIC NOTICE

THIS DOCUMENT GIVES NOTICE TO all Public Officials by and through the Office of the Secretary of State, the United States of America a/k/a UNITED STATES a/k/a U. S. a/k/a UNITED STATES OF AMERICA, and the Office of the Secretary of State, the State of Massachusetts a/k/a MASSACHUSETTS a/k/a STATE OF MASSACHUSETTS a/k/a MA a/k/a "this State" and to all whom it may concern, of the DECLARATIONS, LAWFUL, HONORABLE CLARIFICATIONS and other matters contained herein.

NOTICE OF FOREIGN JURISDICTION
TO: ALL U.S. AND STATE AGENTS & OFFICERS

WHEN THIS NOTICE IS AFFIXED TO A PREMISES, all property therein and attached thereto is under the custody and control of the above-noted foreign official and not subject to intrusion or seizure. THE BEARER OF THIS NOTICE has been duly notified to the Department of State pursuant to international law and enjoys immunity from criminal and civil jurisdiction, arrest and detention. Under international convention, the bearer should be treated with respect and all steps should be taken to prevent attack on the bearer's freedom, mobility, interests and property.

Law enforcement inquiries may be made to the U.S. Department of State Authentications Office, (202) 647-4000.
Legalization inquiries may be made to the U.S. Delegation for the Hague Convention. (202) 776-8342.

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 PUBLIC NOTICE, DECLARATIONS AND HONORABLE CLARIFICATIONS

DECLARATIONS

APPELLATION, STATUS, AND FACTS

1. **KNOW ALL MEN BY THESE PRESENTS**, Barry-Henry: Spencer, Junior a/k/a Henry of the family Spencer does hereby state, assert and aver all of the following:
2. **Barry-Henry: Spencer, Junior is a living breathing free man upon the free soil**, an American citizen of the American Republic, beneficiary to the Original Jurisdiction.
3. **Barry-Henry: Spencer, Junior is not a United States Citizen, subject, vessel or "person"** defined in Title 26 United States Code, Section 7701 or elsewhere, or any other *ens legis* artificial person, individual, entity, fiction of law, procedural phantom or juristic personality, notwithstanding reproduction of any such fictions in any media, computer, record or instrument, written or electronic.
4. **Barry-Henry: Spencer, Junior is foreign to the United States and retains official authority** within his chosen jurisdiction. As beneficiary to the Original Jurisdiction, he is not subject to nor does he volunteer to submit to or contract with any *ens legis* artificial or corporate jurisdiction to which a United States person may be subject.
5. **Barry-Henry: Spencer, Junior reserves all Rights, Remedies and Defenses** granted to him by God and memorialized by **Barry-Henry: Spencer's, Junior** correct public capacity as beneficiary to the Original Jurisdiction.
6. **Barry-Henry: Spencer, Junior waives no Rights, Remedies or Defenses** nor yields imprescriptibly Rights including, without limitation, the Right to movement and travel without restriction, permission or license in any conveyance of his choosing on any public roadway in America, and the right to bear arms for the protection of his family, friends and neighbors without restriction, unless such waiver is specifically done so in writing.
7. **Barry-Henry: Spencer, Junior does not volunteer, consent or contract** to being identified as of, or connected by any nexus to, any institutional, bifurcated, public *cestui que* trust or other fictional construction of law or *ens legis* entity of a political state or subdivision thereof, in any capacity including without limitation, as trustee, co-trustee, surety, co-surety, officer, co-officer, fiduciary or co-fiduciary.
8. **Barry-Henry: Spencer, Junior reserves the nature and character of his exact and proper designation as:**

Barry-Henry: Spencer, Junior

or in the alternative, Barry-Henry of the family Spencer, which shall be spelled, written, formatted, printed, engraved and inscribed now and in perpetuity in all media exactly and precisely as just above written with a first and second given name separated from, and joined to, a family name by a mark of punctuation or the words "of the family"; with the first letter of each given and family name being capitalized and all other letters being written in lower case fully in accord with the Rules of English Grammar.

9. **Trade Mark notice.** The name Barry-Henry: Spencer, Junior by common law is Trade Marked TM and all trade names and derivatives thereof, whether or not registered, are Trade Marked TM by and property of Barry-Henry: Spencer, Junior to whom all rights are reserved. The use thereof without the

~~NOT NEGOTIABLE~~ NON-TRANSFERABLE PRIVATE TITLE OF ORIGIN
Pg 52 of 66

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL – NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
PUBLIC NOTICE, DECLARATIONS AND HONORABLE CLARIFICATIONS

express written permission of Barry-Henry: Spencer, Junior creates a voluntary and informed contract obligating the unauthorized user to the payment of a Trade Mark infringement fee as follows:

A Trade Mark infringement fee in the sum certain of ten thousand dollars (\$10,000.00) specie, gold, or silver, American mint, or certified bullion, Lawful coin money at current spot price pursuant to the Constitution for the United States of America, 1787 anno Domini, amended Domini 1791, Article 1, Section 10, Clause 1, shall apply to each unauthorized use of the design of Barry-Henry: Spencer, Junior and to each attempt or event of conversion, alteration, distortion, misnomer whether by improper spelling, abbreviation, capitalization, initialing, reversal of position, or conversion to a fiction of law or other juristic personality or artificial being.

10. The legal doctrine of *idem sonans* is inapposite to Barry-Henry: Spencer, Junior written or oral; all such improper usages and misnomers comprising infringement on the above-named copyright.

11. Barry-Henry: Spencer, Junior does hereby accept the Original Jurisdiction, to wit:

- A. Constitution for the United States of America, anno Domini 1787, Articles of Amendment anno Domini 1791;
- B. National Bill of Rights, anno Domini 1776;
- C. The Northwest Ordinance, anno Domini 1787
- D. Constitution of Massachusetts, anno Domini 1780;
- E. Bill of Rights for Massachusetts, anno Domini 1780.

12. Barry-Henry: Spencer, Junior does hereby further state, assert and aver the following facts:

- a. It is well established under public policy that citations, legislations, prescriptions and orders or presentments issued by government bodies politic on the alleged authority of State codes comprise a cloak to disguise collateral undertaking in U.S. Funds. All such offers want for authority under original organic State Constitutions pursuant to which they are forbidden and can never be de facto enacted.
- b. The U.S. a/k/a the United States is defined as a federal corporation at Title 28 USC 3002(15).
- c. The United States is bankrupt pursuant to *Perry v. United States*, 294 US 330-381 (1935); 79 Ed 912.
- d. United States is an obligor/grantor to the Federal Reserve Bank pursuant to the Federal Reserve Bank Act of December 23, 1913, 38 Stat 265, Ch 6.
- e. The said Federal Reserve Bank Act comprises a contractual granting by Congress to the Federal Reserve Bank of a paramount and enduring (ex-warranto 1913-1933) lien on the assets of the United States and all parties who would use bank notes issued by the Federal Reserve Bank pursuant to 38 Stat 265, Ch 6 p266-267.
- f. The Congress of the United States, by authority of the Gold Bullion Coin Act of 1985, PL 99-1 December 17, 1985, 99 Stat 1177 has decreed its intention that all Americans can no longer be forced into an obligor/grantor status in relation to said Federal Reserve Bank Notes.

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 PUBLIC NOTICE, DECLARATIONS AND HONORABLE CLARIFICATIONS

g. The Constitution for the united States of America, 1787, Article 1, Section 4, Clause 2 states that Congress shall assemble at least once in every year, which shall be the first Meeting in December. Notwithstanding, Amendment XX, Section 2 (1933) states: "The Congress shall assemble at least once in every year, and that such meeting shall begin at noon on the third Monday of January, unless they by law appoint a different day."

13. The Constitution cannot be in conflict with itself. The *de jure* legislature of the united States of America identified as "Congress" in the aforementioned Article 1, Section 4, Clause 2 (1856) added "sine die" in 1861. Evidence of its reconvening in the absence of a congressional quorum has not been exhibited by the United States. The national legislative body discernible in Amendment XX, Section 2 first appeared in 1863 by executive resolution as a department of the Executive Branch of government pursuant to "Emergency War Powers." This *de facto* "Congress" was conceived and continues to exist at the pleasure of the president of the corporate *ens legis* UNITED STATES.

14. The *de jure* private people who, by their inherent character *in rerum natura*, are foreign to the *ens legis* United States are not subject to the actions, acts and wholeness of the *ens legis* Congress of the corporate UNITED STATES. Accordingly, living man *in rerum natura* is not subject to the Federal Reserve Bank Act of December 23, 1913 which wants for force and effect in the Original Jurisdiction.

15. Disclosure of the facts and frauds stated herein has been denied to Barry-Henry: Spencer, Junior in his rightful capacity as beneficiary of the Original Jurisdiction by an extraordinary and persistent pattern of covin, conspiracy, and collusion constructed and condoned by the UNITED STATES Congress, Amendment XX, the Federal Reserve Bank/System, and contractors, agents, assigns, successors, representatives, obligors and grantors thereof.

16. It is well settled in law that "no right, by ratification or other means, can arise out of fraud."

17. By this PUBLIC NOTICE, DECLARATIONS AND HONORABLE CLARIFICATIONS, the following addendum is attached by reference herein in its entirety to any and all Federal Reserve Notes, public policy instruments, and documents regardless of kind arising from or relating to the Federal Reserve Bank/System which are held, received or used by Barry-Henry: Spencer, Junior now and forever in perpetuity:

"The use of this instrument/conveyance by Barry-Henry: Spencer, Junior is of necessity only and under HONORABLE CLARIFICATIONS, *nunc pro tunc* to December 23, 1913, in the absence of a reasonable alternative."

18. The labor of Barry-Henry: Spencer, Junior is measured and valued *quantum mercedem* exclusively in gold and silver coin. As the value of such labor is tangible, it cannot be measured by an instrument which serves as evidence of debt, notwithstanding that the operational currency of the corporate UNITED STATES consists exclusively of instruments noted thereon to be evidence of liability.

19. Barry-Henry: Spencer, Junior hereby expressly states his intention to pay, extinguish and satisfy all of his obligations and make all parties whole. Accordingly, Barry-Henry: Spencer, Junior specifically disavows the use of "discharge" as a fraudulent transaction which implies payment but serves to covertly transfer the debts of Barry-Henry: Spencer, Junior to other parties contrary to Barry-Henry: Spencer's, Junior deeply held Scriptural beliefs under God.

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20. **Barry-Henry: Spencer, Junior** is not now and has never been a United States Citizen in Fourteenth Amendment of the *ens legis* Constitution for the corporate UNITED STATES, notwithstanding any failures to properly pass the said amendment into law.
21. **Barry-Henry: Spencer, Junior** has the absolute unalienable Divine right to keep arms of any kind for protection of Self, family, and neighbors, by his own will a DECLARATION.
22. **Barry-Henry: Spencer, Junior** has the absolute unalienable Divine right to move and upon all public roadways in America, of whatever kind and nature, in whatever mode or car transportation he may choose, without license or permission or any other infringement of that right, own will and this DECLARATION.
23. In addition to all of the above, **Barry-Henry: Spencer, Junior** retains all of the Rights enumerated and protected by the constitutions, bills of rights, and ordinance pursuant to the Ord Jurisdiction.

HONORABLE CLARIFICATIONS

24. As it is a crime to conceal a crime and a fraud to conceal a fraud, **Barry-Henry: Spencer Junior** makes HONORABLE CLARIFICATIONS against, abjures, denounces, refuses, to exception and does not assent to:
25. The formation of any institutional, bifurcated, public, *cestui que* trust in violation of the copyri of **Barry-Henry: Spencer, Junior** previously declared herein.
26. Any allegation or presumption that **Barry-Henry: Spencer, Junior** has consented expressly tacitly to being a Citizen pursuant to the Fourteenth Amendment of the *ens legis* Constitution of the UNITED STATES.
27. Any pledge, mortgage, lien or encumbrance by the Council of State Governors, March 6, 193 which would identify **Barry-Henry: Spencer, Junior** as a security, surety, co-surety or collateral for any part or portion of the public debt which has been hypothecated by the use of counterfeited Federal Reserve securities.
28. The forced involuntary use of U.S. funds such as Federal Reserve Bank/System notes commercial liability instruments and electronic liability transactions as part of a scheme to compel the principals to impart artificial commodity value to the liability evidenced thereon, on the authority of *MacLeod v. Hoover*, (June 22, 1925) No. 26395, S. Ct. Louisiana; 105 S. Rep. 305, that court citing *U.S. Bank v. Bank of Georgia*, 23 U.S. 333, 10 Wheat, 333, 6 L.Ed. 34.
29. Any presumption that **Barry-Henry: Spencer, Junior** has volunteered to be a debtor in possession of Federal Reserve Notes with expectation of a quid pro quo; a guarantor/surety/co-surety on the lie created by the Federal Reserve Bank Act of December 23, 1913; a party to any confidence game, scheme forced or *cestui que* use whereby paper wanting inherent value is placed into circulation by the Federal Reserve Banks in lieu of Constitutionally required gold or silver; a party to the failure of public officials and Federal Reserve principals to provide full disclosure of the liabilities and perils of using private scribbled instruments of debt, corporate U. S. obligations, and Federal Reserve Notes as inauthentic replacers for lawful money.

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30. Any presumption that Barry-Henry: Spencer, Junior has at any time expressed or implied promise to guarantee the debt hypothecated by the said Federal Reserve Act, the private debt of the corporate UNITED STATES, or any obligations of the Federal Reserve Banks, agents, corporations, assigns, successors, heirs and grantors thereof, now and in perpetuity.
31. Any presumption that Barry-Henry: Spencer, Junior has at any time volunteered explicitly to join as a co-conspirator in any fraud, conspiracy, covin, collusion, confederation or business venture operated by the *de facto* STATE OF MASSACHUSETTS and the corporate UNITED STATES as a surety, co-surety, guarantor or other obligor.
32. Any attempt to induce Barry-Henry: Spencer, Junior to act as a tortfeasor to the Constitution of the United States of America, anno Domini 1787, whereat Article 1, Section 10, it states "No State shall ... emit bills of credit; make anything but Gold and Silver Coin a tender in payment of debts," and all offers being refused for fraud.
33. Pursuant to the Original Grant of Depositum for Bailment via the 1780 Constitution of Massachusetts, Barry-Henry: Spencer, Junior makes Honorable Clarifications against, abjures, denounces, refuses, takes exception and does not assent to the calculated use of legal fictions to undermine and convert the political Will of the People on the free soil of the organic country known as Massachusetts into a legislative democracy that transforms the free People into subjects of the municipal law of foreigners within the geographical exterior boundary of Massachusetts and contrary to the North Carolina Ordinance and the original Grant of the People, September 17, 1787, anno Domini, as amended 1789, anno Domini.

DEMANDS

34. **DEMAND IS HEREBY EXPRESSLY MADE TO IMMEDIATELY:**

35. **RETURN THE DEPOSITUM FOR BAILMENT** to Barry-Henry: Spencer, Junior in his capacity as descendent by blood of the original Bailor/Grantor/Settlor and his endowment to warrant same by Almighty God, pursuant to the terms, conditions, stipulations, exceptions and reservations contained within the Original Grant.
36. **ACKNOWLEDGEMENT, RECOGNITION AND RETURN BY THE BAILEE OF THE SAID DEPOSITUM OF BAILMENT** to Barry-Henry: Spencer, Junior as repository trustee for the Original public Trust.
37. **EXHIBIT THE AUTHORITY** whereby Barry-Henry: Spencer, Junior can be compelled, forced or enticed to falsely act as a tortfeasor to Article 1, Section 10, Clause 1 of the Original Jurisdiction against his will by using the aforementioned fictional bank notes within a scheme of discharge disguised as payment. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such authority exists.
38. **EXHIBIT THE AUTHORITY** whereby Barry-Henry: Spencer, Junior can be compelled, forced or enticed to falsely present himself as a United States Citizen/person in violation of the Fourteenth Amendment prohibition against slavery and involuntary servitude. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such authority exists.

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39. **ADMIT OR DENY** that all actions of the UNITED STATES; the STATE OF MASSACHUSETTS and all political subdivisions thereof whether judicial, administrative, municipal or otherwise are by their nature actions *indebitatus assumpsit*. Failure to respond within (30) days of PUBLIC NOTICE comprises admission of an ongoing Fraud against the beneficiary. Original Jurisdiction

“Suits as well as transfers may be the protective coverings of fraud,” *Steelman v. All Continent Corp.*, 301 US 278, 81 L. Ed 1085; *Shapiro v. Wilgus*, 287 U.S. 348, 355, 53 S.Ct. 142, 144, 85 A.L.R. 128. “The fact that the means employed to effect the fraudulent conveyance was the judgment of a court and not a voluntary transfer does not remove the taint of illegality,” *First National Bank v. Flershem*, 290 US 504, 78 L. Ed. 465. “... it is obvious that the fraud did not occur in open court nor in that sense enter into the decrees under attack, hence the fraud of which we complain was not susceptible to insulation. In the language of *Shapiro v Wilgus*, 287 US 348, 77 L. Ed 355. It was part and parcel to a scheme whereby the form of a judicial remedy was to supply a protective cover for a fraudulent design.” Also, *Steelman*, supra *Flersham*, supra, *Braun*, supra., “That in the absence of an adversary trial or decision the distinction between extrinsic and intrinsic fraud becomes immaterial and made clear by the following from the *Throckmorton* opinion,” 98 US 61, 65, *Braun*, supra.

40. **EXHIBIT VERIFIED EVIDENCE** proving the time, place and nature of full disclosure of benefits, risks and perils by which Barry-Henry: Spencer, Junior could knowingly volunteer to submit to the Federal Reserve Bank Act of 1913. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such disclosure was made.

41. **ADMIT OR DENY** that Barry-Henry: Spencer, Junior did in fact knowingly and voluntarily ratify the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 which resulted in the use of grammatical derivations of Barry-Henry: Spencer's, Junior name in a scheme of intentional misnomer for profit and gain. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises denial that the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 was ever duly ratified by Barry-Henry: Spencer, Junior and an assumption of such ratification is false.

42. **EXHIBIT VERIFIED EVIDENCE** proving the knowledgeable and voluntary ratification and acceptance by Barry-Henry: Spencer, Junior of the aforesaid *cestui que* trust. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that the said *cestui que* trust was never ratified by Barry-Henry: Spencer, Junior and any assumption of such ratification is false.

43. **EXHIBIT VERIFIED EVIDENCE** proving the granting of a copyright license by Barry-Henry: Spencer, Junior expressly conveying to the licensee the authority to use grammatical derivations of the proper name belonging to Barry-Henry: Spencer, Junior in a scheme of intentional misnomer for profit and gain through an unauthorized *cestui que* trust. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises stipulation that all such misnomers and uses of the aforesaid *cestui que* trust comprise intentional copyright infringement.

44. I, Barry-Henry: Spencer, Junior, do hereby deny having received disclosure of the existence, benefits, risks and perils of a *cestui que* trust named derivatively at any time, or having been asked to ratify the said trust. Consequently, I do hereby deny, denounce, adjure and disavow having ever ratified any such trust.

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CAVEAT—LAW

45. All public officials, Officers of government bodies politic, in all branches/departments, Executive, Legislative, or Judicial, being of Oath of Office, bonded to fidelity, are under ministerial supervision. *Supervisors v. United States ex rel.* 71 U.S. 435, 4 Wall 435, U.S. v. Thomas, 15 Wall 337, U.S. 106, US 196, 1 S. Ct 240, fiduciary/trustees, U.S. v. Carter, 217 US 286, 30 S. Ct 515. "The implication of a trust is the implication of every duty proper to a trust...Whoever is a fiduciary or in a position chargeable as a fiduciary is expected to live up to them." *Buffum v Peter Barceloux Co.* 289 U.S. 237; 77 L. Ed 1140, 1146, cited *Braun v. Hansen*, 103 F.2d 685 (1939), wherein it further states that for fiduciaries, the ordinary rules of evidence are reversed", must obey the law, *Butz v. Economou*, (U.S. Ct. 2895, *Davis v Passman* (1979, US) 442 US 226, 99 S. Ct. 2264.
46. "The law will protect an individual who, in the prosecution of a right does everything which the law requires him to do but fails to obtain his right by the misconduct or neglect of a public officer." *v. Arkansas*, 9 Howe 314, 13 L. Ed 153, *Duluth & Iron Range Co. v Roy*, 173 US 587, 19 S. Ct 549, 49 L. Ed 820. "It is a maxim of the law, admitting few if any exceptions, that every duty laid upon a public officer for the benefit of a private person, is enforceable by judicial process". *Butterworth v U.S.* 105, 112 US 50, 5 S. Ct 25, 28 L. Ed 656.
47. "A ministerial officer is liable for an injury done, where his acts are clearly against the law." *Tracy v. Swartwout*, 10 Pet. 80, 9 L. Ed 354. "The judicially fashioned doctrine of official immunity for judicial, legislative or executive officers does not reach so far as to immunize criminal conduct prescribed by an Act of Congress." *O'Shea v. Littleton*, 414 US 488, 94 S. Ct. 669, "in equity there are certain rules prohibiting parties bearing certain relations to each other from contracting between themselves; and parties bearing such relations enter into contracts with each other, courts of equity presume them to be fraudulent, and convert the fraudulent party into a trustee." *Perry on Trusts* (7th Ed) Sec. 194, in *Braun v. Hansen* (1939) 103 F.2d 685. Under the doctrines of *res gestae*, *res ipsa loquitur*, *respondeat superior*, now having prior knowledge, authority, power, opportunity to prevent or aid in preventing injury or damage, having been or about to be committed. Title 42 USCS Section 1986, as applies to public officials, Officers, by the existence of an agreement between two or more persons, acting in a private conspiracy, *McNalley v Pulitzer Pub. Co.* (1976) 532 F.2d 69, 429 US 855, 50 L. Ed 2d 131, to conspire through said conspiracy, to impede or hinder, or obstruct or defeat the due course of justice in a State or Territory, with the purposeful intent to deny the equal protection of the law, under color of State law or authority, or other, *Griffin v. Breckinridge* (1971) 403 US 88, 91 S. Ct. 1790, depriving of having or exercising a Right, Federal Conspiracy to Obstruct Justice Act (Title 42 USCS Section 1985(2)) deprivation of due process, even by federal officials, *Williams v. Wright* (1976) 432 F. Supp 732, *Founding Church of Scientology v Director, FBI* (1978) 459 F. Supp 748, 98 L. Ed 2d 150, 108 S. Ct 199, even District Attorneys, *Rouselle v Perez* (1968) 293 F. Supp 298, places upon you the badges of fraud, prior knowledge, superior knowledge of the law, will of intent, perjury of Oath of Office, constructive treason, bad faith, breach of fiduciary/trustee responsibility, whereupon "Being fiduciaries, the ordinary rules of evidence are reversed," (1939) 103 F.2d 685. Further, being advised, as in *Ex Parte v Young*, 209 US 123 (1908), "The attempt of a State Officer to enforce an unconstitutional statute is a proceeding without authority of and does not effect, the State in its sovereign or governmental capacity, and is an illegal act, and the officer is stripped of his official character and is subject in his person to the consequences of his individual conduct. The State has no power to impart to its officer immunity from responsibility to the supreme authority of the United States." (Emphasis added.)

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48. From Perry on Trusts, (7th ed), Sec. 851 "... in order that the release, confirmation, acquiescence may have any effect The cestui que trust must also know the Law, and what are, and how they would be dealt with by the court." The Supreme Court of Arizona in *Garr v. Cashion Land*, 34 Ariz 245, 270 P. 3044 at page 1052 quotes thus from *Adair v. Brimmer*, 7. "Confirmation and ratification imply to legal minds, knowledge of a defect in the act to be confirmed, the right to reject or ratify it. The cestui que trust must therefore not only have been acquainted with the facts, but apprised by the law, of how these facts would be dealt with by a court of equity, as implied in the act of ratification, when set up in equity by a trustee against his cestui que trust, is proved, and will not be assumed. The maxim 'ignorantis legis excusat neminem' cannot be in such a case. **The cestui que trust must be shown to have been apprised of his legal rights.** (Emphasis added.) Also from *Ungrich v. Ungrich*, 115 NYS 413, 417, "The rule (is) that in ratification upon a cestui que trust he must not only have been acquainted with all the facts, but also in the law, and how such facts would be dealt with by a court of equity." Likewise, *Thaw v. T. Fed* 2d 729, *US v. Carter*, 217 US 286, 54 L Ed 769, *Wendt v. Fisher* (Cardozo, J.) 234 NY 439, 1303, *Leach v. Leach*, 65 Wis. 284, 26 NW 754.

49. The delay in discovery of the Frauds stated herein pursuant to Amendment XX provides a defense to the remedy, laches or otherwise. *Michoud v. Girod*, 4 How 503, @ 561, 11 L Ed 209, *Pomeroy's Equity*, Sec. 847, *Wiget v. Rockwood* 69 F @d 326, et seq., and from *Texas & Pacific v. Pottorff*, 291 US 245, 78 L Ed 777, in *Braun*, supra, "the doctrine is thus affirmed. It is the doctrine of this court that no rights arise on an ultra vires contract, even though the contract has been performed; and this conclusion cannot be circumvented by erecting an estoppel which would preclude challenging the legality of a power exercised." And from *US v. Grossmayer*, 9 Wall 72, 19 L Ed 62, "a transaction originally unlawful cannot be made any better by being ratified." And, further, follow *Braun*, supra, "It is held axiomatic that no right, by ratification or other means, can arise out of fraud." *C.J. 492*, Sec. 440, 6 R.C. L., p 698, the following is quoted in *Thompson on Corporations*, 3rd Ed 2828, from *Central Transportation Co. v. Pullman Palace Car Co.*, 139 US 24, as established doctrine of the Supreme Court, "No performance of either side can give the unlawful contract any validity, or be the foundation of any right of action upon it." As said long ago by the great Justice Story in *Prevost v. Gr. 6 Wheat* 481, 497; 5 L Ed 311, 315, "It is currently true that length of time is no bar to a trust clearly established; and in a case where fraud is imputed and proved, length of time ought not, upon principles of eternal justice, to be admitted to repel relief. On the contrary, it would seem that the length of time during which the fraud has been successfully concealed and practiced, is rather an aggravation of the offense, and calls more loudly upon a court of equity to grant ample and decisive relief." (Emphasis added.)

50. It is a maxim of law that peonage and involuntary servitude are forbidden, and immunity is denied to any party, real or imagined, person or public official who would or conspire to traffic in slaves or participate in aiding or abetting. *Clyatt v. US*, 197 US 207 (1905), *Plessy v. Ferguson*, 163 US 537, 542, "Whoever [Title 18 U.S.C. Sec.1581] holds or returns any person to a condition of peonage, or arrests any person with the intent of placing him in or returning him to a condition of peonage, shall be fined not more than \$5,000.00 or imprisoned not more than five years."

51. All public officials in receipt of this notice are required by their Oath of Office to answer. Notification of legal responsibility is "the first essential of due process of law" *Connally v. General Construction Co.*, 269 U.S. 385,391. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." *U.S. v. Tweel*, 550 F.2d.297. It is the ministerial fiduciary/trustee duty of each and every government official, officer, agent, contractor and assign of the UNITED STATES, the STATE OF MASSACHUSETTS, the Federal Reserve Banks/System, the International Monetary Fund, the International Finance Corporation, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the

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World Bank, the Commission of the European Communities, the Organization for Economic Cooperation and Development, the United Nations and any and all other obligors/grantors who give notice ("Respondents") to timely and fully answer, *Federal Crop Insurance v Merrill* (1947) 33: 92 L Ed 10, 68 S Ct 1, 175 ALR 1075.

52. **The period for Respondents to respond to this notice is thirty (30) days.** Any party official wishing to answer, respond, refute, rebut, deny, object or protest any statement, term, denial or provision in this presentment must do so by Lawful Protest within thirty (30) days of the issuance or forever lose all rights, titles, interests, and the opportunity to plead. All such response be verified and have exhibitions and factual evidence in support annexed thereto.

53. **Respondents may agree with all statements, terms, declarations, denials and provisions herein by remaining silent.** Failure to timely respond to all such terms and provisions with which Respondents disagree comprises Respondents' stipulation and confession jointly and severally of all statements, terms, declarations, denials and provisions herein as facts, the whole correct and fully binding on all parties.

54. **This document serves as Notice of Fault in the event Respondents fail to timely respond.**

55. **Notice of Default shall be issued no sooner than three (3) days after Notice of Fault.** Default is final three (3) days after Notice of Fault is issued. Default comprises Respondents' consent jointly and severally to be named as defendant(s) in various actions, administrative and judicial.

56. **Upon Default, all matters are settled *res judicata* and *stare decisis*.**

57. **Default comprises an estoppel of all actions, administrative and judicial,** by Respondents against Barry-Henry: Spencer, Junior, 3J. Pomeroy, Equity Jurisprudence Section 805, p. 1; Restatement 2d of Torts Section 894 (1) (1979), and now reasonably relied on, *Wilbur National Bank v US* 294 US 120, 124-125 (1935), due to misconduct by Government agents *Heckler v Community Health Services*, 467 US 51, at 59, 60, *Federal Crop Ins., supra*. "It [the doctrine of Estoppel by Silence] arises where a person is under duty to another to speak or failure to speak is inconsistent with honest dealings. In *Re McArdles Estate*, 140 Misc. 257, et seq., and *Silence, to work estoppel*, must amount to bad faith. *Wise v USDC Ky.*, 38 F Supp 130, 134, where duty and opportunity to speak, *Codd v Westchester Fire Ins. Co.* 14 Wash. 2d 600, 128 P 2d 968, 151 ALR 316, creating ignorance of facts, *Cushing v US Mas s* 18 F Supp 83, inducing person claiming estoppel to alter his position, *Braunch v Freking*, 219 Iowa 556, 258 NW 892, knowledge of facts and of rights by person estopped, *Harvey v Richard*, 200 La. 97, 7 So 2d 674, willful or culpable silence, *Lenconi v Fidelity Trust & Savings Bank of Fresno*, 96 Cal. App. 490, 273 P. 103 et seq., "Silence" implies knowledge, and an opportunity to act upon it, *Pence v Langdon*, 99 US 578 @ 581, et seq.

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DISCLAIMER

THE QUOTATION OF THE PRIVATELY COPYRIGHTED STATUTORY LEGISLATION (CASE LAW AND STATE AND FEDERAL STATUTES PURSUANT TO PL 88-244, DECEMBER 1964) IS DONE WITHOUT INTENT TO CREATE A "USE", VIOLATE ANY PRIVATE COPYRIGHT, GIVE LEGAL ADVICE TO ANYONE, AND STANDS SO UNLESS LAWFULLY PROTESTED BY THE CONCERNED PARTY(IES)

58. Notice to the principal is notice to all agents. Notice to an agent is notice to all principals. By this Public Notice, Declarations, and Honorable Clarifications the world is now informed.

59. This action is bonded by a third party surety holding twenty-one dollars in silver coinage, fine, minted by the American Treasury, United States of America, pre-1933 issue. The said instrument is annexed hereto and incorporated verbatim herein in its entirety by reference as if fully reproduced herein.

60. The use of a notary public herein is of necessity and under Honorable Clarifications without creating or implying the existence of any contract or contracts between Barry-Henry: Spencer, Junior and any other parties, legal entities, the UNITED STATES, the STATE OF MASSACHUSETTS or a part thereof, public or private.

BE IT SO EXECUTED, and by this execution, be made to appear, in-deed, enacted, decreed, This the 23 day of the MARCH month, anno Domini, two thousand and ELEVEN, America.

L.S. Barry-Henry: Spencer, Junior
Signed only in correct public capacity as
Beneficiary of the Original Jurisdiction

All Rights Reserved without warranty, my right or name
notary public Barry-Henry: Spencer, Junior

Location: in care of P. O. Box 191128
Roxbury near [021190]
Massachusetts

STATE OF MASSACHUSETTS)

) ss:
COUNTY OF PLYMOUTH

On this day 23 day of MARCH, 2011, before me, the undersigned Notary Public, personally appeared Barry-Henry: Spencer, Junior, proved to me through satisfactory evidence of identification, which were INMATE ID, to be the person who signed the preceding or attached document in my presence, and swore or affirmed to me that the contents of the document are truthful and accurate, who also acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of MARCH, 2011. (SEAL)

Krist W. Eichman
NOTARY PUBLIC
My commission expires 07/14/2017

Right thumb print
L.S. Barry-Henry: Spencer, Junior
Signed only in correct public capacity
as beneficiary to the original jurisdiction

Pg 61 of 66

Form: publici sui juris / Affidavit
Session: one Supreme Court

Certified Mail 7005 0390 0000 6336 4990

Act of State

**Reaffirmation of Character
And Renunciation of Attempted Expatriations**

I, Barry-Henry: Spencer Junior, by International Common Law Registration, being of the age of majority, complete a natural born Divine creation, and a Private, Sentient, Sovereign within the constitutional Public survey of Massachusetts, a Republic, of the constitutional Township, Roxbury, within the body of a constitutional county, Suffolk, the proper jurisdiction of a Common Law thereto, do solemnly make this Reaffirmation of Character, pursuant to my status of religion, of an Ambassador and Subject-Citizen of the Kingdom of Heaven under its King, Jesus the Christ; and Sovereign Citizen-Principal in good standing and Behavior, Public Minister (Ambassador), and "dominium" (absolute ownership) of the organic United States ("a more perfect union") under the Constitution for the United States of America (1791) ordained and established, with reservation of all Divinely created and inherent unalienable Rights/Privileges. It is, at that I renounce and declare void, ab initio, any and all attempts (De Facto / Renegade / Corporate) by means of fictitious "person", "consumer", "individual", "citizen", "citizen-subject", "plaintiff/defendant", "resident", "whoever", "taxpayer", "gun/firearm owner", "debtor", et al, subject to the seizure of Alien Properties by the Corporate/Legislative/Military/Admiralty/Fictitious Democracy UNITED STATES, et al. Such corporations, fraudulent and in the Law, include, but are not limited to, the UNITED STATES, U.S., US, STATE OF MASSACHUSETTS, COUNTY OF SUFFOLK OF BOSTON, BARRY HENRY SPENCER JR, BARRY H SPENCER JR, BARRY SPENCER, or any variation thereof, 3472, etc. This doctrine of "Piercing the Corporate Veil", with its "Instrumentality Rule", will serve Notice, (Judicial, otherwise), that all acting as Corporate officers, etc., whether by color of law or color of official right, are acting or have acted the usual immunities afforded in lawful civil/judicial proceedings. For the peace and safety of all Corporate officers, etc., myself, I have identified all my guaranteed, absolute properties ("Life, Liberty, and the Pursuit of Happiness"), until such time as the present De Facto / Renegade / Corporate government can make the necessary changes to its structure to insure the said identifications will list the International Record (Seal) Number (Apostille Number), as has been recognized, received, and issued by the De Facto / Renegade / Corporate government. As this number is the International registration, National authority and State certification of a Public Document of the United States of America, my Nations, and my Citizenships, as well as identification of all guaranteed, properties, whether Public or Private, are and have been in Lawful possession of me. Any confiscation or any kind of any of the guaranteed, Private or Public properties by any of the De Facto/Corporate officers, etc. will result in the Ten Million Dollars of United States Treaty States, nation-state specie Money (United States Dollars silver) that being enumerated Article I, Section 10, Clause 1 as "gold and silver coin" in the Constitution for the United States of America (1791) to be enclosed Apostille (the State of Massachusetts), copy and pursuant to 15 Stat. Ch. 249 pg. 223 (1868), shall be made adopted, and accepted by the Doctrines of Estoppel (by acquiescence), Law of the Record, (Apostille), Moral Obligation (per mandamus), and the Divine Law (380 U.S. 163; The Bible is law to be applied nationally); or upon the passing of a customer reasonable time of ten (10) consecutive calendar days from receipt of the service guaranteed U.S. Mail (Certified) or otherwise, be the President's absolute ministerial duty to identify, restore, and correct any and all errors, injuries, wrongs, and damages time applied and/or attached to Me pursuant to Congressional demand within 15 Stat. Ch 249. Dates: spiritual "in the Beginning" plus Six days: Announcement of Diplomatic Arrival: 05/11/1969.

Barry Henry Spencer Junior
Me, American, Private, Christian, Sentient;

Sovereign; Divine Inhabitant within North America; within Massachusetts, a Republic;
"within" a constitutional county and a constitutional township republic.
"... at the mouths of two, or at the mouths of three the matter is established."

Deuteronomy 19:15

All rights reserved without prejudice without waiver any right or remedies

Divine, Sentient, and Common Law Witness

Divine, Sentient, and Common Law Witness

Form: publici sui juris / Affidavit
Session: one Supreme Court

Archetype

Act of State

Primary Signature Certification

(Convention de La Haye du 5 October 1961)

TIAS 10072, 33 UST 883, 527 UNTS 189. (Convention # 12)

I, *Barry Henry Spencer Junior*, do hereby certify the Sentient Signature in the Archetype Document enclosed to be a true, correct, complete and not misleading original, containing the primary signature as sealed below. This notarization is for the purpose of signature (autograph) certification only, for foreign use (i.e., United States of America) of the U.S. originated document. This is pursuant to the Hague Conference on Private International Law dated October 5th, 1961, at the Convention Abolishing the Requirement of Legislation for Foreign Public Documents. It was on 15 October, 1981 in which the United States declared as being a signatory to this Convention, and this procedure is required for the legalization of administrative/judicial documents as herein enclosed.

The State of Massachusetts
The County of SuffolkAcknowledged before me the 23 day of MARCH 2011 A.D.

Barry Henry Spencer Junior
✓ L. L. C.

CERTIFIED MAIL NO. 7005 0390 0000 6336 5249.

Claimant: Barry-Henry: Spencer Junior
illegally being held at
temporary mailing location
c/o 20 Administration Road
Bridgewater, Massachusetts near 02324

EXPATRIATION OF STATE AND FEDERAL CITIZENSHIP

ATTENTION: William F. Galvin, Secretary of COMMONWEALTH,
RESPONDENT

To all Persons to whom these Present shall come or be known. WHEREAS I, Barry-Henry: Spencer Junior, a Creek Aborigine of the Americas, African Moor, and African American, assembled Me and Myself (juristic person) and now moves Any and all of several states and the United States to correct my Political status as " NEUTRAL NON CITIZEN" this is to be done under APOSTILLE in compliance to the standard certification provided under the Convention as an authenticating document of my foreign status done without prejudice without waiving any rights or remedies, statutorial or procedural. This is done under the War Powers Act Title 8, sec 1481, subsection 6, since all citizens of the US are debtors in bankruptcy, Title 11, sec. 109, and are considered enemies of the US, by the War Powers Act, amendment of the Treaty With The Enemy Act, that originally excluded domestic transactions and citizens of the US, hence, subrogation under the presumption in All these courts of Assumpsit, to indemnify the public and national debt under the Doctrine of Contributions, which is an Admiralty and Maritime insurance policy and the 14th Amendment sec. 4, read along with Title 11, sec 109 states that no citizen resident of the United States can challenge the validity of the public or national debt. I hereby preserve all My Rights without prejudice without waiving any rights or remedies, statutorial or procedural this should have been a nunc pro tunc amendment from the day of My Birth 6-11-1969.

This annulment or act of nullifying of citizenship hereby rescinds, revokes, refutes and cancels my signature, and silence is not acquiescence, agreement, and dishonor in any contract, including but not limited to unilateral contracts, made by me, made for me by accommodation or made by presumption, by person acting for me as my guardian without providing me with full disclosure, mutual consent, terms and conditions, and signature and all government presumptions and contracts without full disclosure is fraudulent and void. Any officer state or federal waives immunity and is in violation of their Title 5 - Oath of Office

This office shall inform All State and Federal Officers, Agents, and Employees of My Neutral Non Citizen Status My Foreign Status as Diplomat, with diplomatic immunity and protection. As a line of Agreement I will be only held to the organic Constitution(s) of the several States of 1787 (Massachusetts) Constitution and Bill of Rights 1787, Treaty of Peace and Friendship Between the united states of America and His Imperial Majesty

Emperor of Morocco 1787; and all United Nations Treaties with Aborigines of America or pre-existing, current, or future to preserve those rights of the Original treaties. Most of An Inhabitant of God's World to travel and live at Peace without hinderance, harrassment, or having to explain my actions, not causing physical harm or injury to another man or woman.

At no time do I give up my right as a Creek, Moor or American nor rights to land, property, intellectual ideas or any belongings willingly, or under duress, coercion, intimidation or threat to be forced or compelled to comply under threat of incarceration or fine, fee, cost, for any Public or Private Officer, servant or employee known or unknown by me shall be subjected to the laws of the land for peonage and involuntary servitude. Public Employees will be in breach of My private contracts, can be obtained via UCC Corporate Offices of the Secretary of Massachusetts under Registered Liber Number UCC-1 No. 200 by my Authorized Representative or Myself.

Whereas an unrefuted declaration, notice on the public is the highest form of evidence, I am, by declaration on the record, hereby and herein for the SECOND TIME, GIVING SEASON AND TIMELY NOTICE, establishing unrefutable factual evidence establishing ESTOPPEL in order to protect my unalienable right and private property for private use, relative to attacks by having unclean hands, and involved in treason, conspiracy, deceit, commercial fraud, barratry, and other acts of bad faith.

In the event that any officer, servant, agent or employee counterclaim or setoff will be assessed against the juristic party as follows:

1. Failure to state a claim upon relief can be granted \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
2. Failure to respond as to any counterclaim \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
3. Default by non response or incomplete response \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
4. Dishonor In Commerce \$1,000,000.00 (One Million Dollars) per count Per Third Party Defendant.
5. Fraud \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
6. Racketeering \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.
7. Theft of Public Funds \$1,000,000.00 (One Million US Dollars) per count Per Third Party Defendant.

8. Failure to pay Counterclaim in full within (30) Thirty Days of Default as contained herein, \$1,000,000.00 (One US Dollars), per month, and interest of 1.5 % per month daily for the first (30) Thirty Days from the day of default. After (30) Thirty Days beginning on the (31st) Thirty-first day after default, the penalties for Failure to pay will increase to \$100,000.00 (One Hundred Thousand US Dollars Per Day) for each calendar day that this counterclaim is not paid in full, plus interest. After (90) Ninety calendar days of the date of default, the penalties for Failure to Pay Counterclaim will increase to \$1,000,000.00 (One Million US Dollars) per calendar day, plus the Counterclaim is not paid in full, plus interest as indicated by the terms of the breach of contract, i.e. Counterclaim - Counterclaim can mean any contract presented to public officials, servants, agents, or employees - Notice to Agent is notice to Principal. Notice to Principal is notice to agent.

Any response for the foregoing Verified Declaration is required of being made within ten (10) calendar days of posting in written form, controverted, counter-affidavit form, signed under penalty of perjury before a public Notary Public, using your Christian name, containing and overcoming each and every point of foregoing Verified Declaration, proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law and not the ultimate facts or conclusions of law, that the foregoing Verified Declaration is substantially and materially false sufficient for changing my status, also prior to this date this office received documents relevant to this request. Any request for additional documents for responding for the foregoing Verified Declaration is required by submission in written form at the temporary mailing location.

Your silence stands as consent to, and tacit approval of the factual declarations herein being established as fact as a matter of law, and the foregoing Verified Declaration of Truth will stand as the final judgement in this matter, as well as the sum certain hereby stated, and will be in full force and effect against all parties due and payable and enforceable by law. The criminal penalties for commercial fraud, or peonage and involuntary servitude must be determined by jury by the common law, but the monetary value is set by me for violation of my unalienable RIGHTS, in the amount of a sum certain stated herein, and will be due and payable on the thirty-first day or any day thereafter as use occurs after posting of the Verified Declaration presented by Me without prejudice without waiving any rights or remedies, statutory or procedural.

This document serves as Notice of Default, in the event that the debtor Respondant, and any and all persons made aware fail to timely respond.

Notice of Default shall be issued no sooner than three (3) days after Notice of Fault. Default is Final three (3) days after Notice of Fault is issued. Default comprises juristic person's stipulations and confession jointly and severally to acceptance of all statements, terms, declarations, denials, and provisions herein as facts, the

whole truth, correct and fully binding on all parties, this is jointly and severally to be named as defendant(s) in various actions, administrative and judicial.

Upon Default, all matters are settled res judicata and decided.

Default comprises estoppels of all actions, administrative, judicial, the Fiction debtor(s) may assert against the Principal Creditor, Secured Party who I will become with a perfect lien Express Contract; Implied Contract; Statutorial; and Indemnity Restitution, nunc pro tunc to the day of creation of the Fiction

Verification: I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed, at arm's length, on the 16th day of March the 3rd Month of the year of our Lord, two-thousand eleven at Plymouth County, nunc pro tunc to the date of the creation of the fictions

By: Barry Henry Spencer
By: Me, addressee Barry-Henry: Spencer
without prejudice without waiving
rights or remedies statutorial or
procedural

Authentication


State of Massachusetts

ss

County of Plymouth

Having witnessed the signing and sealing of the foregoing Verified Declaration, I place my hand and seal hereon as an authentic act as a Notary Public, on this the 16th day of the 3rd month in the year of Our Lord, two-thousand eleven, at the county of Plymouth

By:
Notary, Public

COMMONWEALTH OF MASSACHUSETTS	
BARRY SPENCER	
personally appeared before me, the undersigned notary public, and proved to me his/her identity through satisfactory evidence, which were <u>INMATE ID</u> to be the person	
whose name is signed on the preceding or attached document in my presence on this <u>16</u> day of <u>MAR</u> <u>2011</u>	
	<u>Kurt W. Eichner</u> Kurt W. Eichner, Notary Public My Commission Expires July 14, 2017

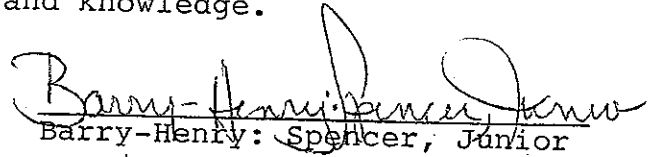
State of MASSACHUSETTS)

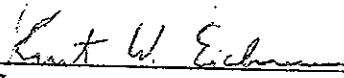
) ss.

County of Plymouth)

On this 13th day of April, 2011, I certify that the proceeding following attached document is true, exact, complete and unaltered copy made by me of Apostille Documents No 1519144, Acts of State PUBLIC NOTICE, DECLARATIONS, AND HONORABLE CLARIFICATIONS presented to me by Barry-Henry: Spencer, Junior..

Further on this same day and at the same time appearing before Me, the undersigned Notary Public, personally appeared Barry-Henry: Spencer, Junior, proved to me through satisfactory evidence, which were DOC Massachusetts Identification, to be the person who signed the proceeding or attached document in my presence, and who swore or affirmed that the contents of the document are truthful and accurate to the best of his belief and knowledge.


Barry-Henry: Spencer, Junior


Notary



Kurt W. Eichner
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 14, 2017